

Filed on behalf of the Claimants

Skeleton Argument of Hema [REDACTED]

Date: 03/01/23

Case No: J10CL389

In the County Court at Central London
Between:-

HEMA [REDACTED] (C1)
[REDACTED] (C2)

CLAIMANTS (C)

-AND-

[REDACTED]

DEFENDANT (D)

SUPPLEMENTAL SKELETON ARGUMENT

(final hearing at 10:30am on 05/01/23 before HHJ Johns (KC), ELH 1day)

[REDACTED]

Note2: *The mortgage account [234] consists of three sub-accounts ("Loan Schemes"=3) [233]:*

- a. Everyday Account ([REDACTED]) "EA"*
- b. Mortgage (ANMF) ([REDACTED]) "MA2", and*
- c. UNKNOWN*

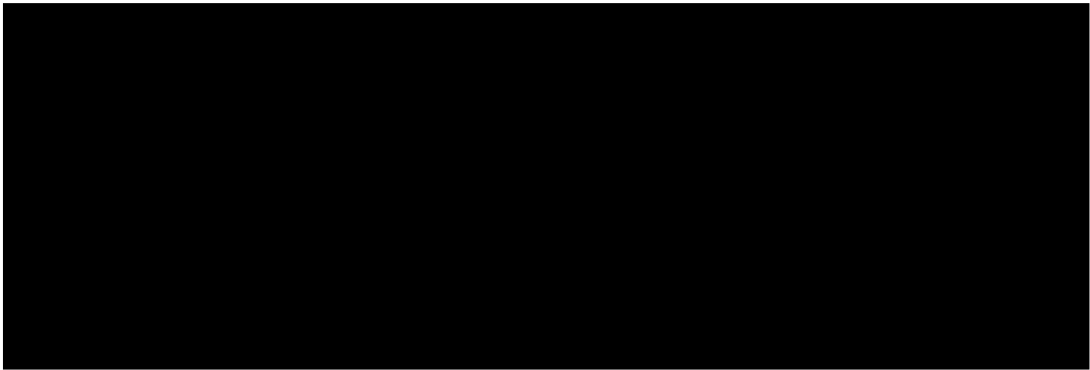
EA is the personal bank account of C.

C has access to a limited view of MA2.

C was not aware of UNKNOWN until April 2022.

[REDACTED]

This Supplemental Skeleton Argument



D's Consideration in the Contract

2. The opening balance in MA2 was £0 [223], meaning: D did not have the £140,000 to lend despite claiming to be the lender in the contract [100-125].
3. D did not bring anything of value to the contract.
4. Rather, D was wholly reliant on C's agreement to the mortgage (C's signatures) in order to access the £140,000 in the financial markets.
5. This "capital raising" in the financial markets is referenced to in the internal memorandum (dated 10/11/06) [pg 14].
6. The mortgage was not a loan (debt) as represented (offered) to C by D but was, in fact, a financial instrument for the overriding benefit of D.

C is the Source of Credit

7. On 25/04/07, D entered an unaudited advance of £140,000 into MA2 creating a "debt" balance in the mortgage sub-account [223].

This unaudited advance is the agreed original loan or debt [221].

Note1: an advance is issued to meet short-term financial requirements.

It is an amount paid before a good or service is actually received.

Note2: loans are long-term financing.
8. D was able to create the unaudited advance in MA2 because:

- a. MA2 is unregulated (not subject to accounting standards or audit) [234].

Meaning: D could freely manage the MA2 balance regardless of cash or audited position.

- b. The mortgage deed would be securitized (sold) shortly after C signed the mortgage deed [98-99].

Meaning: the unaudited £140,000 advance in MA2 was made on the basis that the mortgage would be securitized in order to raise the £140,000 funds [pg 14] to purchase the Property.

Note1: C signed the mortgage deed on 27/04/07 [98-99].

Note2: the first securitisation occurred on 09/05/07 [223].

- 9. C, and not D, was the source of credit.

Purchase of the Property

- 10. (10/11/06): D's internal memorandum [pg 14] detailing D's intention to raise capital to fund the purchase of the Property.
- (22/11/06): D offers C the mortgage [86-96].
- (22/03/07): the lease to the Property is prepared by Turbervilles solicitors [222].
- (25/04/07): D entered an unaudited advance (ADV) into MA2 [223]
- (27/04/07): at the office of Turbervilles solicitors, C:
 - i. signed the mortgage deed [98-99]
 - ii. was given the lease to the Property now dated 27/04/07 [222]
- (09/05/07): the mortgage was securitized for the first time [223]

(13/06/07): entries were made on the registry (HM Land Registry)

[126-128]:

- i. the Title to the Property (under C's names)
- ii. the Legal Charge (under D's name)

Both entries were dated 27/04/07 retrospectively.

11. The timeline (paragraph 10) shows that the Property was not purchased with the unaudited "advance" in MA2 [221, 223] either on 25/04/07 or on 27/04/07 (the completion date).

The completion date was not, as C had understood, the date when the seller received payment and when the ownership of the Property was transferred to C.

Instead, the Property was purchased and registered [126-128] only after securitisation on 09/05/07 [223]. Specifically, the purchase was completed only after the funding was received.

12. The timeline (paragraph 10) also shows that the "advance" effectively created the appearance of debt in MA2 [223] in line with C's belief that the Property had been purchased on the completion date (27/04/07) [222] with borrowed funds as lent by D (on 25/04/07) [221, 223].

The Appearance of Debt in MA2

13. The appearance of debt was made possible because MA2 is unregulated (not subject to accounting standards or audit) [234].
Meaning: the MA2 balance was wholly managed by D for the 15-year term regardless of cash or audited position.
14. The MA2 balance was managed at -£140,000 for the full 15-year

period (as viewed by C) despite the “debt” entries totaling -£420,000 by 14/08/20.

15. The balance, if simply adding the entries in MA2 and excluding interest [223-229], comes to -£420,000. Specifically:

(25/04/07):	-£140,000	(ADV)		[223]
(09/05/07)	£140,000	(CST)	(CR)	[223]
(09/05/07)	-£140,000	(CSF)		[223]
(19/01/09)	£140,000	(CST)	(CR)	[223]
(19/01/09)	-£140,000	(CSF)		[223]
(15/05/18)	-£140,000	(TRM)	(CD)	[227]
(14/08/20)	-£140,000	(TRM)	(CD)	[228]

16. The funds from the two securitizations (on 09/05/07 and 19/01/09 [223]) were firstly entered into MA2 (CST [235]) but then immediately transferred out (CSF [235]) to UNKNOWN.
17. The 15/05/18 [227, 129-138] and 14/08/20 [228, 139-149] entries relate to the mortgage products offered by D during the 15-year term and agreed by C on the understanding that a debt existed.

Entries in Unregulated MA2

18. Regardless of whether MA2 is unregulated or not, true or real items must be entered (recorded) in line with accounting rules i.e. an auditable trail.
19. The true or real (auditable) balance of MA2 (excluding interest) is £0.

Mortgage As A Financial Instrument

20. The funds from the two securitizations were entered into MA2 and transferred out [223] (paragraph 16). A complete auditable trail.

Note: this audit trail is confirmation that the mortgage was a financial instrument (and not a debt); requiring the funds received from each securitisation of the instrument to be entered firstly into MA2.

Mortgage As A Debt

21. The three “debt” entries; the advance (ADV) on 25/04/07 [223] and the two mortgage products on 15/05/18 [227] and 14/08/20 [228], were simply entered into MA2 creating a balance of -£420,000 in MA2.
22. If the three “debt” entries were true or real, they would be subject to double entry bookkeeping. For example, the mortgage product dated 15/05/18 [227, 129-138] would be reduced to £0 on maturity (drawn down or paid off by the next agreed mortgage product dated 14/08/20 [228, 139-149]). The MA2 balance would, therefore, simply be -£140,000 i.e. the value of the current mortgage product.
23. Rather than showing a balance of -£420,000, the MA2 balance was actively managed at -£140,000 by D to actively manage C’s perception that a £140,000 debt existed.

Interest Charged- Unregulated MA2

24. Interest was charged to C on the “theoretical” £140,000 for the entire 15-year term of the “debt” [223-229].
25. D classified the interest payments made (from EA to MA2) during the 15-year term [223-229] as:

“CR = Credit to loan reversed” [236].

Meaning: C, as the creditor or source of credit and as the “borrower”:

- a. lent funds to D who was the “lender” (“loan reversed”) and

- b. paid interest into MA2 (“credit to”) on the funds lent to D (as transferred from MA2 to UNKNOWN by D).

Interest Charged- MA2 (If Regulated)

- 26. If MA2 was subject to regulation, and in accordance with the agreed terms [100-125], interest would have been charged on borrowed funds (as transferred from MA2 to UNKNOWN by D). Interest would, therefore, have been charged to D as follows:
 - i. interest charged on £140,000 principal (09/05/07 to 18/01/09)
 - ii. interest charged on £280,000 principal (19/01/09 onwards).

Loan Reversed

- 27. The funds from the two securitizations (on 09/05/07 and 19/01/09 [223]) were firstly entered into MA2 (CST [235]) but then immediately transferred out (CSF [235]) to UNKNOWN.
- 28. D classified the funds received into MA2 from the two securitizations on 09/05/07 and 19/01/09 [223] (CST [235]) as:

“CR = Credit to loan reversed” [236].
- 29. This is confirmation that C lent D the funds i.e. a reversed loan where the “borrower” lends to the “lender”. There is a debt but it is owed by D to C and the borrowed funds were/are held in UNKNOWN.

UNKNOWN Mortgage Sub-Account

- 30. Despite UNKNOWN being linked to C personally, D has refused to provide information relating to this mortgage sub-account, and has knowingly acted contrary to lawful instructions (44(2)(d)(3) and 169 of DPA (2018)) [274, 276-277].
- 31. D has, however, provided information relating to MA2 which has the

“debt” balance.

D’s Unfair Benefit From The Contract

32. D did not bring anything of value to the contract other than as a facilitator (a “go-between” or “middle-man”) to access C’s credit on the financial markets, specifically, the securitisation of C’s signatures **[98-99] [pg 14]**.
33. Yet, C created value for D in the following ways:
- a. £140,000 on 09/05/07 through D’s first securitisation **[223]** of the signed mortgage deed **[98-99]**.

Note: the first securitisation funded the purchase of the Property.
 - b. £140,000 on 19/01/09 through D’s second securitisation **[223]** of the signed mortgage deed **[98-99]**.

Note: the second securitisation was profit for D or a cash deposit enabling fractional reserve banking **[pg 20-22]**.
 - c. £1,026,656.33 in additional loans if D observed fractional reserve banking at 12% of the £140,000 cash deposit from the second securitisation **[pg 21-22]**.
 - d. Monthly interest payments paid on the “debt” over the 15-year term (01/06/07-01/04/22) **[223-229]**.
 - e. The claim to the right of receipt of “repayment” of the £140,000 (principal) on maturity of the “debt” **[100-125]**.
 - f. Legal Charge on the Property to secure the “debt” (registered on 13/06/07 **[126-128]**).

The Mortgage- Not A Legally Enforceable Contract

34. Paragon Finance Plc v Pender [2005] makes clear that, in the case of securitisation:
- a. the registered proprietor of the Legal Charge has the right to possession of the mortgaged property, and that:
 - b. this is separate from the right to the mortgage debt.
35. In terms of the rights of the registered proprietor, D registered the Legal Charge on the property fraudulently.
- a. D did not bring anything of value to the contract as C had understood i.e. D did not have the £140,000 to lend on 25/04/07 or 27/04/07 to purchase the Property, therefore, security was not required to mitigate financial risk or loss in relation to the lending of funds by D (paragraphs 2-12 and 27-29).
 - b. The Legal Charge was required not because the mortgage was a debt (as understood and agreed by C) but because it was a financial instrument (paragraphs 2-6).
 - c. Moreover, as a financial instrument, D gained far more value from the opportunity to exercise fractional reserve banking i.e. £1,026,656.33 of additional loans from the £140,000 cash deposit obtained from the second securitisation on 19/01/09 **[223] [pg 21-22]** (if reserve set at 12% of deposits).
36. In terms of the right to the mortgage debt, D did not have the funds to lend but was wholly reliant on C as the source of credit in order to access the funds to purchase the Property; there is no mortgage debt owed by C **[pg 14]** (paragraphs 2-6, 27-29).

Agreed Original “Debt” Paid in Full on 09/05/07

37. According to D, the agreed original loan is the £140,000 advance (ADV) [221] entered into MA2 on 25/04/07 [223].
- According to clause 12.1(c) [108] of the The Standard Mortgage Terms & Conditions (2006), this “debt” was paid in full on 09/05/07 through the first securitisation (CST [235]) i.e. the balance in MA2 was £0 [223].
38. D created a subsequent debt in MA2 without C’s agreement or knowledge on 09/05/07 [223] when funds from the first securitisation were transferred out of MA2 to UNKNOWN (CSF [235]).

Terms of the Contract (A Debt Not a Financial Instrument)

39. The agreed terms [100-125] relate to the mortgage as a debt not as a financial instrument.
- No debt is owed by C (paragraphs 2-6, 27-29).
40. Yet, provision is made in clauses 29.2(e)(f) for the sale of the “debt” to a Purchaser [119] i.e. sale of debt from Abbey to Santander.
41. D was fully aware that the mortgage was not a debt but a financial instrument [pg 14] of considerable value to D (paragraph 33). In order for D to access this financial instrument and extract maximum benefit, it was necessary for C to believe that the mortgage was a debt and not a valuable financial instrument.

In Summary

The Contract

42. C entered into the contract (agreed to the terms of the mortgage)

believing that they had borrowed £140,000 from D's own money reserves (received into MA2 on 25/04/07 **[221]** in order to complete the purchase of the Property on 27/04/07 **[222]**).

D actively represented itself as the lender who required security (the Legal Charge on the Property) in order to ensure that D would receive back D's money being lent out to C **[100-125]**.

43. D did not have the £140,000 to lend C. D was not the lender but was simply the "middle man" between C and the financial markets **[pg 14]** (paragraphs 2-6, 27-29).
44. C was in fact the source of credit; the funds were not accessible by D without C's agreement (signatures) (paragraphs 2-12, 27-29).
45. The mortgage was not a debt but a financial instrument.
46. D benefited unfairly from the contract (paragraphs 32-33); receiving value far exceeding the £140,000 "debt" particularly with regard to the fractional reserve banking from the second securitisation on 19/01/09 **[223]** i.e. £1,026,656.33 of additional loans if reserve set at 12% of deposits **[pg 21-22]**.
47. D maintained the appearance of the £140,000 "debt" in MA2 for the full 15-year term in order to maintain C's perception that they were the borrowers owing a debt to D **[223-229]**.

The appearance of debt was made possible by the fact that MA2 is unregulated (not subject to accounting standards or audit) **[234]**.

Not A Legally Binding (Enforceable) Contract

48. This matter is simply one of basic contract law; what constitutes a legally binding contract (mutual obligations) enforceable by law?

Mutual assent requires:

- a. a valid offer and acceptance (paragraphs 2-6);
 - b. adequate consideration (paragraphs 7-12, 27-29);
 - c. capacity (paragraphs 13-26, 30-31); and
 - d. legality (paragraphs 32-41).
49. No-one of reasonable mind would agree to such a contract; to knowingly give another (D) such an overwhelming benefit at one's (C's) own expense.
50. Knowing the facts, C would have negotiated better terms or would have chosen not to enter into the contract with D.
51. This claim is brought because the facts have only recently come to light following substantial effort by C to obtain the facts from D.

Integrity of Contracts (Within Existing Societal Framework) Based on Consent

52. Legal entities cannot interact in the absence of legal contracts.
53. Legal contracts detail the informed consent of each party.
54. Legal contracts are the foundation of an organised and lawful society.
55. As the fundamental organising principal, the integrity of legal contracts involving the informed consent of all parties must, therefore, take precedence in order to ensure the smooth running of society.

Organising Influence(s) External to Existing Societal Framework

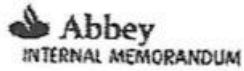
56. If external organising influences take precedence or in any way override the integrity of legal contracts, these external organising influences must be made public or generally understood in

order to garner consent (of the energy and the consciousness behind each legal entity; the livingness of the legal entity).

57. With or without such transparency i.e. who controls the societal framework that overrides the rights of others to a fair legal contract, there will be no consent. The most stable groups; hard working families and the retired, will no longer view the existing societal framework as legitimate. The existing societal framework will cease to function.
58. Consent or free will is the fundamental Law.

The Claim

59. The claim is continued under CPR 8.1(4).
60. No mortgage debt exists (owed by C).
61. The mortgage is not a legally enforceable contract, D must therefore:
- a. remove the Registered Charge on the Property **[126-128]**.
 - b. not withhold the full refund of interest payments made by direct debit to-date **[223-229]**.
 - c. not make bad credit reports for non-payment or leave any footprint of non-payment or any actions intended to cause harm or distress.
62. C is not liable for D's costs relating to the injunction hearing (for harassment) heard on 30/05/22 because D is knowingly pursuing a debt it knows does not exist and is, therefore, knowingly pursuing a course of conduct that is harassment; causing harm, alarm and distress.



FROM:

SUBJECT:

Customers:

Advisor:

Owners

Capital Raising

Deposit	
---------	--

Use

Ref

LTV

Overall LTV = 29.79%

[illegible]

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P:1/25

TO: 0198834226

10-NOV-2006 13:49 FROM: HAYES NORTH 8573 5133

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FRACTIONAL RESERVE SYSTEM (FRS) Definition & Legal Meaning

Definition & Citations:

Modern banking system's monetary policy. Banks hold typically 12 percent cash reserves, only a fraction, against depositors' funds. Banks create deposits by loaning out the remaining 88 percent of deposited funds. This loaning exerts a multiplier effect on the total money supply. Banks loan out the new 88% for new deposits, and so on , and so on This policy potentially risks banks to suffer huge losses if there is a bank run. Bankruptcy would likely occur.

Fractional Reserve Banking Calculator

Initial deposit:
 Reserve requirements: %

Deposit Number	Amount Deposited	Lent Out	Reserves
1	140000.00	123200.00	16800.00
2	123200.00	108416.00	14784.00
3	108416.00	95406.08	13009.92
4	95406.08	83957.35	11448.73
5	83957.35	73882.47	10074.88
6	73882.47	65016.57	8865.90
7	65016.57	57214.58	7801.99
8	57214.58	50348.83	6865.75
9	50348.83	44306.97	6041.86
10	44306.97	38990.13	5316.84
11	38990.13	34311.31	4678.82
12	34311.31	30193.95	4117.36
13	30193.95	26570.68	3623.27
14	26570.68	23382.20	3188.48
15	23382.20	20576.34	2805.86
16	20576.34	18107.18	2469.16
17	18107.18	15934.32	2172.86
18	15934.32	14022.20	1912.12
19	14022.20	12339.54	1682.66
20	12339.54	10858.80	1480.74
21	10858.80	9555.74	1303.06
22	9555.74	8409.05	1146.69
23	8409.05	7399.96	1009.09
24	7399.96	6511.96	888.00
25	6511.96	5730.52	781.44
26	5730.52	5042.86	687.66
27	5042.86	4437.72	605.14
28	4437.72	3905.19	532.53
29	3905.19	3436.57	468.62
30	3436.57	3024.18	412.39
31	3024.18	2661.28	362.90
32	2661.28	2341.93	319.35
33	2341.93	2060.90	281.03
34	2060.90	1813.59	247.31
35	1813.59	1595.96	217.63
36	1595.96	1404.44	191.52
37	1404.44	1235.91	168.53
38	1235.91	1087.60	148.31
39	1087.60	957.09	130.51
40	957.09	842.24	114.85
41	842.24	741.17	101.07
42	741.17	652.23	88.94
43	652.23	573.96	78.27
44	573.96	505.08	68.88

45	505.08	444.47	60.61
46	444.47	391.13	53.34
47	391.13	344.19	46.94
48	344.19	302.89	41.30
49	302.89	266.54	36.35
50	266.54	234.56	31.98
51	234.56	206.41	28.15
52	206.41	181.64	24.77
53	181.64	159.84	21.80
54	159.84	140.66	19.18
55	140.66	123.78	16.88
56	123.78	108.93	14.85
57	108.93	95.86	13.07
58	95.86	84.36	11.50
59	84.36	74.24	10.12
60	74.24	65.33	8.91
61	65.33	57.49	7.84
62	57.49	50.59	6.90
63	50.59	44.52	6.07
64	44.52	39.18	5.34
65	39.18	34.48	4.70
66	34.48	30.34	4.14
67	30.34	26.70	3.64
68	26.70	23.50	3.20
69	23.50	20.68	2.82
70	20.68	18.20	2.48
71	18.20	16.02	2.18
72	16.02	14.10	1.92
73	14.10	12.41	1.69
74	12.41	10.92	1.49
75	10.92	9.61	1.31
76	9.61	8.46	1.15
77	8.46	7.44	1.02
78	7.44	6.55	0.89
79	6.55	5.76	0.79
80	5.76	5.07	0.69
81	5.07	4.46	0.61
82	4.46	3.92	0.54
83	3.92	3.45	0.47
84	3.45	3.04	0.41
85	3.04	2.68	0.36
86	2.68	2.36	0.32
87	2.36	2.08	0.28
88	2.08	1.83	0.25
89	1.83	1.61	0.22
90	1.61	1.42	0.19
Totals:	1166656.33	1026656.33	139998.58



PO Box 49
Fareham
PO15 7HT

Tel.: 08456 002092
Fax: 01489 551028
22 November 2006

Dear [REDACTED]

Account number:
Customer(s): [REDACTED]

Property: [REDACTED]

KFI Ref. No.: 696752F6DBF14924A0563FB0BC3758E9

Thanks for choosing Abbey for your mortgage. I'm delighted to be able to offer you this loan, which is available until 30 April 2007.

At this stage you're free to turn down this offer, but I'm afraid you'd lose the valuation fee, or any other booking fee you've already paid to Abbey.

This mortgage offer is made up of three parts:

- > Part A, deals with details of the loan;
- > Part B, conditions that need to be met before your mortgage starts;
- > Part C, any other conditions that are a term of your mortgage.

All of the parts of this mortgage offer together with the mortgage conditions booklet and the mortgage deed, will form the terms of your mortgage. It's very important that you read all of the information we're sending you - it'll explain exactly what you'll be signing up to.

Part A - Details of the loan

1. About this offer document

- > The information in this document forms part of your mortgage offer. You are not bound by the terms of this offer document until you've signed the legal charge and the money is released for your mortgage.

2. Which service did we provide you with?

We have confirmed to you separately the level of advice that we provided to you at the time of your application.

Account No.: 21161684
22 November 2006

3. Your mortgage requirements

This offer is based on the following mortgage requirements:

Mortgage Amount: £140,000.00

No fees have been added to this amount but the fees you need to pay are shown in Section 8.

Type of mortgage: Interest only

Term of mortgage: 15 years

Purchase Price: £170,000.00

Changes to any of the information above could change your mortgage offer. If your needs or circumstances change, please ask for a revised offer.

4. Description of this mortgage

Lender: Abbey National plc, referred to as Abbey

Part	Loan Amount	Term of Loan	Repayment Method	Description of the interest rate	Initial Interest Rate Payable
1	New Loan: £140,000.00	15 Years	Interest only	A fixed rate of 5.69% until 3 February 2009. Please note: This loan is only available up to a maximum of 85% of the property's valuation.	5.69%
	£140,000.00				

In respect of loan 1 after 3 February 2009, interest will be charged at Abbey's standard variable rate, currently 6.75% for the remaining term of the mortgage.

Further details of how interest is charged (and other conditions applying to your mortgage) are set out in our enclosed Standard Mortgage Conditions booklet.

5. Overall cost of this mortgage

The overall cost takes into account the payments in Sections 6 and 8 below.

However, it excludes any payments that you may need to make into a separate savings plan, to build up a lump sum to repay the amount borrowed, but assumes that you pay off the amount borrowed as a lump sum at the end of the mortgage.

The total amount you must pay back, including the amount borrowed is:	£278,920.58
This means you pay back:	£1.99 for every £1 borrowed
The overall cost for comparison is:	6.7% APR

The figures in this section will vary following interest rate changes and if you do not keep the mortgage for 15 years.

Only use the figures in this section to compare the cost with another interest only mortgage.

6. What you will need to pay each month

Monthly Payments

These payments are based on a loan amount of £140,000.00 and assumes that the mortgage will start on 3 December 2006.

26 monthly payments at the fixed interest rate of 5.69%	£663.83
Followed by 154 payments at a variable rate currently 6.75%	£787.50

The monthly payments that you make will only cover interest on the mortgage and will not repay the capital borrowed.

**Loan part 1**

We understand that you will be using an investment linked policy to repay the loan.

We would advise you to check regularly the performance of any investment used as a repayment vehicle, to see whether it is likely to be adequate to repay the capital borrowed at the end of the mortgage term.

Your regular monthly payment is based on the rate of interest and the payment period, referred to in sections 3 and 4 of this offer. Your first payment may actually be higher than the regular monthly payments, depending on when the mortgage starts and the interest it's accumulated. Unless you've chosen a fixed rate, you also need to be aware the interest rates may change before the completion date of your mortgage.

7. Are you comfortable with the risks?**What if interest rates go up?**

Loan Number 1

The interest rate on the loan is fixed until 2 February 2009 and so the monthly payment will not change with interest rates until after this date.

After 2 February 2009 the monthly payments shown in this offer could be considerably different if interest rates change. For example, for a 1 percentage point increase in Abbey's standard variable rate your monthly payment will increase by around £116.67.

Rates may increase by much more than this so make sure you can afford the monthly payment.

What if your income goes down?

You will still have to pay your mortgage if you lose your job or if illness prevents you from working. Think about whether you could do this.

Make sure you can afford your mortgage if your income falls

8. What fees must you pay?	Fee Amount
Fees payable to Abbey Please note that all fees paid or payable are not refundable. Repayment fee (current fee and may change) when your mortgage is repaid at the end of the mortgage. £225.00 Telegraphic transfer fee for telegraphing the loan to your conveyancer which is payable on completion. £30.00	
Other fees A legal fee must be paid to your conveyancer before the mortgage starts. The amount shown here is an estimate for the work carried out by the conveyancer for Abbey for looking into the legal title. The total charge to you will be higher as it will also include further work for yourself alone. £131.00 You may have to pay other taxes or costs in addition to any fees shown here.	

9. Insurance	Monthly Payments
Insurance you must take out through Abbey. You're not required to take out any insurance through Abbey.	£ not applicable
Insurance you must take out as a condition of this mortgage but that you do not have to take out through Abbey. Buildings Insurance	

10. What happens if you do not want this mortgage anymore?**Early Repayment Charges**

Early repayment charge(s) are payable as set out in the table below.

This table explains which early repayment charge(s) you must pay if the relevant loan part (or where indicated with "All", the whole mortgage) is repaid on or before the stated date. Cash examples of the amount of the early repayment charge payable are provided in the table.

Loan Part / All	Loan Amount	The basis for calculating the early repayment charge	Payable until	The maximum charge you could pay	Cash Examples If the whole mortgage is repaid, a repayment fee, currently £225.00 is payable once only		
					Example 1	Example 2	Example 3
1	£140,000.00	90 days gross interest at a rate of 5.69%	02/02/2009	£1,964.22	£1,964.22 if the whole loan is paid back and repayment took place on 3 January 2007	£1,964.22 if the whole loan is paid back and repayment took place on 3 January 2008	
All		Incentive you chose for this mortgage (see section 12)	02/11/2008	£250.00			
Total				£2,214.22 plus a fee which is currently £225.00			

Please refer to your Mortgage Conditions for further details of when an early repayment charge will be payable.

What happens if you move house?

If you move house you may be able to transfer this mortgage to another property subject to the conditions set out in the mortgage conditions booklet under 'Transferring your loan to a new mortgage'.

11. What happens if you want to make overpayments?

- > You may make lump sum or regular overpayments at any time. Please refer to section 10 for details of any early repayment charges that may apply.
- > If there is an early repayment charge referred to in section 10, you may, without having to pay an early repayment charge, make additional capital repayments of up to 10% of the loan for each year. Overpayments in excess of 10% each year will attract an early repayment charge on the amount of the excess.
- > If the overpayment is used to reduce the amount you owe then the interest you pay will be recalculated immediately.



12. Additional features

Additional borrowing available without further approval - this will increase the amount of borrowing secured on your home.

You may borrow additional money up to £750.00 to be able to complete your mortgage. Your conveyancer will tell you that additional money is required and request your written agreement to this. Alternatively, you should confirm this in writing to your conveyancer so that they may request it on your behalf. The total amount you would owe if you borrowed £750.00 would be £140,750.00. This would mean that your monthly payment would increase to £667.39 based on an interest rate of 5.69% charged on the additional money.

You'll have to pay an early repayment charge on the additional amount borrowed if you pay back the loan or any part of it by 2 February 2009. The maximum early repayment charge that you'll have to pay on the additional amount borrowed would be £10.52. This will be in addition to the early repayment charge payable on the money already borrowed. All money borrowed will need to be paid back in full by the end of the mortgage term.

Incentives

Abbey will pay £250.00 cashback towards your moving/legal costs on completion of your mortgage.

Abbey will give you a free standard mortgage valuation (costing up to £1,100).

If you accept this offer, you will not have the right to change your mind and withdraw from the contract after the mortgage starts. You can pay back the mortgage in full, subject to any fees shown in Section 8 and any early repayment charges in Section 10.

Contact Details

If you'd like to talk to us about this mortgage offer, please write to us at PO Box 49, Fareham, PO15 7HT or give us a call on 08456 002092. We'll be happy to help.

Complaints Information

If you wish to make a complaint about this mortgage offer, please write to us at PO Box 287, Stockton-on-Tees, TS17 6QQ or give us a call on 08456 000346.

Your home may be repossessed if you do not keep up repayments on your mortgage

Part B - Details of any conditions that need to be met before the completion of this offer.

1. You must obtain/keep vacant possession of the property when the mortgage completes.
2. Your Conveyancer must check and certify the title to the property. There are other requirements that your Conveyancer must also make sure are met. Some of these are set out in this mortgage offer, others have already been sent to your Conveyancer separately.
3. The Conveyancer must report to us if the purchase price of the property to be stated in the transfer/lease is not £170,000.00. They don't need to tell us about sales incentives if the Vendor is a builder of a new build property and the incentive is a cash payment of 5% or less of the purchase price and/or the builder is paying the Applicant's legal fees and/or stamp duty. In all other cases, the incentive must be reported to us. Please also read our part 2 reply to paragraph 6.3.1 of the Lenders Handbook.
4. You must own or acquire the lease and give us a charge over it in our form of mortgage which includes the mortgage conditions enclosed. The lease must have at least 55 years to run at the start of the mortgage and at least 30 years left to run at the end.

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5. Your conveyancer must check if any other person over 17 years old will be living in the property on completion and if they will have any legal, equitable or beneficial interest in the property. This excludes the people who are applying for the mortgage or, where we've agreed in writing that you may let the property, anyone occupying the property under a tenancy agreement that we have advised you in writing is acceptable to us. If any other person will be living in the property they must complete and sign a Deed of Consent which is on the back of our Mortgage Deed and seek separate legal advice about the deed, if appropriate. Your conveyancer must also check if this person's signature needs to be witnessed by an independent or licensed conveyancer.
6. The Conveyancer should give at least five clear working days' notice of the expected completion date (or settlement date), or longer, where the loan is conditional on the property being inspected again. The money will be sent electronically.
7. Our mortgage offer is given on the understanding that the mortgage is for the benefit of all of you applying for the mortgage. If this is not the case, for example two of you have applied for the mortgage but some or all of the money will be for the sole benefit of only one of you or a third party, then you must tell us as soon as you have received this offer. If you are unsure about any of this then please discuss it with us, or the Conveyancer.
8. There mustn't be any other mortgages or charges over the property (other than our mortgage) unless we've agreed to them in writing. You must tell us immediately if there are.
9. Please check that the following bank details are correct so that we can collect the monthly mortgage payment by Direct Debit. If any details are missing or wrong please call us or fill in the Direct Debit form we've sent you. The telephone number is on the front page of your offer documents.
Sort Code: 09-01-27
Account: 4663731
10. Abbey can't offer buildings insurance for your property. You can insure your property with another insurance company as long as:
 - 10.1. Your property is insured on an index-linked basis for no less than the value recommended in the Mortgage Valuation report.
 - 10.2. You are not insured for less than the then current re-building cost.
 - 10.3. The property is comprehensively insured at all times with a reputable insurance company.
 - 10.4. We recommend that the excess on your policy should not exceed £1,000 for subsidence, landslip and ground heave. On any claim that you make, it is your responsibility to pay any excess.
 - 10.5. If all or part of your property will be let you must make sure your insurance company knows this before the insurance starts.
 - 10.6. Our name must be noted on the insurance policy, but we don't need to be a party to the policy.
 - 10.7. We may decide to change the basis on which we agree to you taking out insurance with another company, but we won't make unreasonable changes. If we think that your insurance arrangements are inadequate, we may require you to arrange insurance with an alternative company, or we may arrange insurance ourselves.
We will write to you before we make any of the above changes.
 - 10.8. If we ask you in writing then you must use any money that you receive from the insurance policy to pay off some of your mortgage.
 - 10.9. If you make a claim over £10,000 on your buildings insurance policy, you must let us know in writing.
Any monies you receive must be used to rebuild or repair your property as quickly as possible unless we agree in writing to something different.
11. Our conveyancer must approve the lease of the property and certify that the lease includes adequate communal and repairing covenants, all necessary easements, satisfactory provisions for common parts and insurable covenants, and is otherwise generally marketable. Among other things, the lease must not contain a clause allowing forfeiture of the lease upon bankruptcy of the tenant. Our conveyancer must confirm the ground rent payable during the remaining term of the lease. Our conveyancer must also ensure that there are acceptable management arrangements in force in respect of the Property, and that no expenditure is planned that would have an adverse impact on the service charge.
12. If the property is let, our conveyancer must ensure that:-
 - > the property is only let under a single tenancy agreement made in writing;
 - > any tenancy in existence at completion should be valid and be an acceptable tenancy type as defined in this offer;
 - > the tenant(s) have only occupied the property under an acceptable tenancy type;
 - > the tenancy does not have (other than any statutory protection given to an acceptable tenancy type) protection under any other statute
 - > the rent payable is not registered with any regulatory body;



- > vacant possession can be obtained following the service of appropriate notices either upon expiry of the term of the tenancy or any prior breach of the tenancy terms by a tenant;
- > the tenancy is subject to the normal terms and conditions one would expect to find in a residential tenancy and that neither the landlord nor tenant is subject to any unusual or onerous obligations;
- > that there have been no variations to the terms of the tenancy, or waiving of any rights under the tenancy;
- > any necessary third party consents for the creation of the tenancy were obtained at the time of its creation (such as a landlord's consent);
- > the insurers of the property are aware the property is let and have no objection;

and in respect of the above matters, our conveyancer should ensure that suitable evidence exists and place such evidence with the deeds and documents.

13. Where there is an existing tenancy, our conveyancer must confirm the following to us and obtain our approval:

- > the name(s) of the landlord and the tenant(s) under the tenancy;
- > the date of the tenancy;
- > the period of the tenancy and the expiry date;
- > that the tenancy is an acceptable tenancy type
- > the rent payable under the tenancy
- > that apart from the named tenant(s), there are no other third parties in occupation of the property and no other tenancies, letting arrangements, or licences in existence
- > that the borrowers are not aware of any breaches to the tenancy terms including arrears of rent or other payments outstanding.

Where appropriate, the above information should be obtained from the tenancy agreement and be verified as correct by the borrowers and be supplemented by any additional information that our conveyancer has in respect of the above matters.

Where there is no existing tenancy, our conveyancer must tell us in writing.

14. You must provide the balance of the money required to purchase the property from your own resources without recourse to any other borrowing.
15. Other conditions in this offer may refer to an 'acceptable tenancy type'. In this offer 'acceptable tenancy type' means a wholly residential tenancy type that we confirm in writing to you as being acceptable to us and which meets any other terms and conditions we may reasonably specify from time to time, including those elsewhere in this offer. If, after completion of the mortgage, we change the terms and conditions relating to an acceptable tenancy type, we will give you reasonable notice of any change, and, where there is an existing tenancy in place, the changes will only apply to new tenancy agreements. The following are acceptable tenancy types:
- 15.1. a tenancy that is unregulated because the tenant is a corporate body (e.g. a limited company) for a maximum term of three years. The tenancy agreement must include Notice that we are the mortgagees and the company tenant must agree to pay the rent to us and/or to vacate the property if we serve a valid notice. The property may be occupied by an employee of the tenant under licence provided that no right of occupation is granted; or
 - 15.2. a tenancy to a Registered Social Landlord (e.g. a Housing Association), or a Local Authority for a maximum term of three years. A separate agreement must be entered into by you, the tenant and us – we can supply a specimen agreement upon request. The agreement must include Notice that we are the mortgagees and the Registered Social Landlord or Local Authority must agree to pay the rent directly to us if we serve a valid notice; or
 - 15.3. holiday lettings for a maximum period of four weeks per tenancy. The purpose of each tenancy must only be to allow the tenant to occupy the property for a holiday.
 - 15.4. (in England and Wales) an assured shorthold tenancy for a maximum term of one year correctly drawn up under the terms of the appropriate Housing Acts as amended from time to time, with any appropriate pre-tenancy notices having been served. For any tenancy starting on or after 28 February 1997 and where you have previously occupied the property as your only or main home and may re-occupy it in future, then Notice in writing must be given to the tenant that possession of the property may be recovered under either Ground 1 or Ground 2 of Schedule 2 of the Housing Act 1988. Unless this Notice is incorporated in the letting agreement it must be served on the tenant at least one day before the signing of the letting agreement. If you have never occupied the property as your only or main home, or if you have but don't intend to re-occupy it, then the Notice should state that possession of the property may be recovered under Ground 2 only; or
 - 15.5. (in England and Wales) a tenancy that is unregulated because the annual rent exceeds £25,000 for a maximum term of one year. Please note that the tenancy agreement must include Notice that we are the mortgagees and the tenant must agree to pay the rent to Abbey and/or to vacate the property if a valid notice is served by us; or

- 15.6. (in Scotland) a short assured tenancy for a maximum term of one year correctly drawn up under the appropriate Housing (Scotland) Acts as amended from time to time, with any appropriate pre-tenancy notices having been served. Notice in writing must be served on the tenant(s) before the tenancy begins (on form AT5) that the tenancy is a Short Assured Tenancy, and that possession of the property may be recovered under either Ground 1 or Ground 2 of Schedule 5 of the Housing (Scotland) Act 1988; or
- 15.7. (in Northern Ireland) an uncontrolled tenancy for a maximum term of one year which must be drawn up in accordance with the legislation contained in the Rent (Northern Ireland) Order 1978 and the Housing (Northern Ireland) Order 1983. The notice period specified within the tenancy agreement must be for a minimum of four weeks. If at any time you want to let the property on any other basis, you must first get our written consent.
16. Our conveyancer must advise us if any significant expenditure has been incurred or is proposed which may lead to an unusually high service charge for the property. This information must be acceptable to us for our purposes.
17. You should insure the property from the start of the mortgage (completion date) and for the whole of the mortgage term. If the property is leasehold then the landlord or managing agents will normally deal with this. Either way you should speak to your conveyancer about insurance arrangements
18. You have chosen to take insurance via a third party.
19. We recommend that insurance cover is not for less than £96,000.00.

Part C - Details of any other conditions that are a term of your mortgage.

1. We may give you written notice withdrawing this offer at any time if:
 - > any information that you've provided or that we've obtained changes and such change affects our decision to lend;
 - > we become aware that any information that you've provided was inaccurate or incomplete;
 - > we become aware of a significant change in your financial circumstances or in the value of the property; or
 - > completion of the loan does not take place by the deadline given at the beginning of this offer.
 We might be able to make you an amended offer, but we will not be under any obligation to do so.
2. You must occupy the whole of the property on completion and throughout the mortgage, free from any tenancies or third party rights of occupation unless we have agreed otherwise elsewhere in this mortgage offer or separately in writing.
If you want to let the property, you'll need to obtain our written consent, which may be given at our discretion and on terms we consider appropriate.
3. You may not transfer your mortgage to another one of our products until 2 February 2009.
4. We will grant a concession for part, or all, of the loan whereby payments of interest only need be paid each month provided you have arranged a suitable investment plan(s) or policy(s). Section A of this offer shows which parts of the loan are affected. This concession shall not affect our right to vary the rate of interest if the loan is at a variable rate of interest and may be withdrawn at any time with immediate effect if:
 - any such plan or policy is not in force;
 - the plan or policy is allowed to lapse;
 - you fail to pay the premiums;
 - we consider, or are advised, that the plan or policy will not repay the loan at the end of the loan term; or
 - you are in breach of any of your obligations under the mortgage and we reasonably consider the breach will affect your ability to repay the loan. If this happens, we may require you to include payments of capital in your monthly payments.
 PLEASE NOTE: The plan(s) or policy(s) must be in force:
 - (a) by exchange of contracts, if this is a purchase transaction; or
 - (b) at the time of your acceptance of this offer, if this is a transfer to another product.
 It is your responsibility to ensure that adequate funds are available to repay the loan by the end of the loan term or in the event of death. If you have not already done so, you are strongly advised to consider life assurance cover to protect the loan.
The monthly payment quoted in this offer does not include the monthly premiums for your plan(s) or policy(s).



If your chosen plan is an ISA then under current legislation the Inland Revenue restricts the total amount of payments that may be made to the ISA in each financial year and any shortfall in one year cannot be carried over to the next or subsequent years.

If you are using a pension plan you must ensure that the premium payments are sufficient to produce at least the amount required to repay your loan by no later than the earlier of your retirement or your 75th birthday.

5. If your valuation report shows that there is a tree or trees near the property which may cause structural damage, you are recommended to take advice from your surveyor and conveyancer.
6. Please see our valuers comments under section(s) 10 and 14 of the valuation for mortgage purposes.
7. When we use the word 'conveyancer' in this letter, this means your solicitor/licensed conveyancer who has been instructed to deal with the mortgage application. You'll be responsible for paying the solicitor even if the mortgage doesn't go ahead. If you are a conveyancer applying for your own mortgage then you must ask another conveyancer or solicitor in the firm to deal with it or send the instructions back to us. If you are a conveyancer acting for the buyer and seller, the instructions must be returned to us, as we'll need another firm to act in our interest.
8.
 - 8.1. Neither we nor our valuer accept any responsibility for:
 - 8.1.1. the adequacy or costs of any works;
 - 8.1.2. the standards of supervision of the works nor for the workmanship and materials used in any works;
 - 8.1.3. compliance with any contract you have regarding any works; or
 - 8.1.4. the existence or adequacy of or compliance with planning, building or other necessary consents.
 - 8.2. Any approval by us or our valuers of any plans, specifications, costings, planning and building consents, specialist report, survey, architect's or other certificates, contract, appointment or any other document relating to the works or any inspection of works or their progress by us or our valuers is for our purposes only. You must not rely on any approval or statement by us or our valuers regarding any of the documents mentioned before or inspection by us or our valuers of the works or their progress and you must satisfy yourself independently on all of the above matters.
 - 8.3. Where Abbey is insuring the property it will only be insured against fire, smoke, lightning or earthquake damage until any works being done are completed. This applies equally to existing properties undergoing repair or new-build properties being completed.
9. We must have a first legal charge over the property.
 Our relationship with you prior to the conclusion of this offer and the terms of this offer and the mortgage will all be governed by the law in force in the part of the United Kingdom where the property is situated. Therefore, if the property is in England or Wales, the law of England & Wales applies; if the property is in Scotland, the law of Scotland applies; if the property is in Northern Ireland, the law of Northern Ireland applies and if the property is in Isle of Man, the law of Isle of Man applies. All communications will be in English.
 Up until the start of your loan (completion) you're under no obligation to proceed although any fees you have paid will not be reimbursed. After completion there is no right of withdrawal although you can pay back all of the money that you owe under the mortgage including any early repayment charge set out in Part A, section 10. If you wish to pay back the mortgage then you should contact both us and your conveyancer (if appropriate), in order to make the necessary arrangements.
 When the interest rate is changed it will take effect on the 3rd of the relevant month.
10. We reserve all rights of consolidation between this Loan and any other loan you have with us now or in the future and all security held by us at any time (whether under this or any other Loan and whether in your sole name or in the joint names of yourself and any other person(s)), will be used as security for all loans and any other monies outstanding.
11. In the event of a breach of the terms or conditions of this letter, or, if in our opinion, there is a material change in the circumstances in which the Loan was agreed to be made which renders it undesirable for us to make the Loan (including without limitation a change in your membership or ownership if you are a corporation) then we reserve the right to demand that the Loan advanced to you in pursuance of this letter be immediately repaid to us together with interest and all costs thereon.
12. The Financial Services Authority will not regulate this mortgage. If you have a complaint, which we cannot settle, then you may be able to refer it to the Financial Ombudsmen Service. Their website is at www.financial-ombudsmen.org.uk and can be contacted on 0845 080 1800.
13. The property will only be used for residential letting purposes.

14. The mortgage is provided on the basis that one or more of the following applies to your application:
- > less than 40% of the property will be used, or is intended to be used, as or in connection with a dwelling by you or a related person. A related person means anyone who is your spouse, your parent, brother, sister, child, grandparent or grandchild; or any other person (whether or not of the opposite sex) whose relationship with you has the characteristics of the relationship between husband and wife.
 - > Some or all of the loan is being used for a business purpose and the business has, or is expected to have, an annual turnover of at least £1m in its current trading period.
 - > Neither you nor a related person lives within the European Economic Area ('EEA'), nor do any of you intend occupying the property from completion of the mortgage.
- If none of the above applies, the position changes or you are unsure about this, then you must immediately contact us.
15. You will be liable for payment of any further valuation fees. The number and timing of valuations will be at our discretion, but we will not carry out more valuations than are reasonably required to satisfy us that our security and the condition of our security is adequate for our purposes.
16. We are not providing a service to you whether advisory, consultative or generally. Nor are we commenting as to the viability of your business or your ability to support the loan. The consideration by us of any documentation in support of the loan application is entirely for our purposes and does not imply any endorsement or approval by us as to the contents of such documentation.
- You should take all appropriate steps, including if necessary independent financial advice regarding the commitment being entered into to ensure that you:
- > make an informed choice
 - > will be able to satisfy all your obligations under the loan
 - > understand the potential consequences in the event of default or financial difficulty.
17. We consent to any current or future letting of your property subject to your not being in breach of the terms and conditions of your mortgage and any tenancy meeting the conditions for being an acceptable tenancy type. The following terms will also apply:
- > The tenancy agreement must not allow the tenant to assign, sub-let, charge or otherwise part with possession or share occupation of all or any part of the property either with or without your consent.
 - > You must not charge any premium or up-front payment for the creation or provision of the letting agreement in any circumstance.
 - > The rent must be a market rent.
 - > There must not be the payment of more than three months' rent in advance in any circumstance.
 - > The letting agreement must provide for the rent to be paid monthly (or at least quarterly where let to a company) in advance. You must not agree to any deferment of rent.
 - > The tenant must not have diplomatic immunity.
 - > The property must be used only as a domestic dwelling for residential purposes and cannot be used for any business purpose whatsoever.
 - > The property must not constitute a House in Multiple Occupation.
 - > Where there is more than one tenant, each tenant must be jointly and severally liable for the rent and all other obligations under the tenancy.
 - > You must arrange for the tenancy to be terminated and obtain vacant possession of the property at the end of the letting period, or earlier if there is a breach of the tenant's obligations under the tenancy agreement.
 - > If the property is leasehold, where the lease requires you must obtain the landlord's prior written consent to the letting and comply with any conditions of such consent as well as all of the conditions of the lease.
 - > If you have used the property as security for a loan with another lender, you must also obtain their written consent to the proposed letting.
 - > If you have purchased your property from a local authority or Registered Social Landlord within the last five years you should obtain their written consent to the letting if you are still within the discounted period you were granted when you purchased the property.
 - > If you have a shared ownership property you should obtain written consent to the letting from the Registered Social Landlord (e.g. Housing Association).
- If any of the above conditions are not complied with, we will not be bound by any tenancy that has been created and the letting will be unauthorised. You would also be in breach of the terms and conditions of your mortgage.

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18. In order to protect your interests and ensure among other things that you can regain possession at the end of tenancy, we recommend that you have a letting agreement drawn up or completed by a solicitor or experienced letting agent. Our consent to the letting of the property is conditional upon, among other things, your granting a fully enforceable letting agreement that allows us to recover possession if we are entitled to do this under your mortgage.

Before agreeing to any letting we recommend you investigate the suitability of any proposed tenant, for example by taking up suitable references, and consider taking legal advice on the proposed letting. It may also be appropriate to employ an appropriate third party, such as reputable managing agents, to monitor the condition and use of the property and deal with any emergencies.

You must send the letting agreement and/or any related notices to us if we ask you to.

What happens next?

We've sent a copy of this letter to your conveyancer, who needs to make sure that all of the conditions in Part B are met before we can complete the mortgage.

Please be sure that you're entirely happy with the details of your mortgage. Your conveyancer will be starting on the legal work, so let both them and us know as soon as possible if you decide you don't want to go ahead.

If you have any questions, please give us a call.

Yours sincerely

Keith Bowran
Customer Service

With this letter you'll find:

Valuation for mortgage purposes
Your Mortgage Offer
Additional Services and Tariff of Charges
Standard Mortgage Conditions 2006

Mortgage and Home

Standard Mortgage deed

England and Wales

**1 Property details****1 Title number(s) (not exceeding five)**

2 Property

3 Date

2	7	0	4	2	0	0	7
---	---	---	---	---	---	---	---

4 We (the lender)

Abbey National plc, Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.

Account number

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Mortgage Conditions: Abbey Standard Mortgage Conditions (February 2006)

5 You (the Borrower(s))

– This mortgage incorporates the Mortgage Conditions. You acknowledge that you have received a copy of the Mortgage Conditions.

– You charge the property with full title guarantee and by way of legal mortgage with the payment of all moneys payable by you to us under the Mortgage Conditions.

– This mortgage secures further advances.

2 Signatures**6 Signed as a deed by the Borrower (signature and print name)**

--

in the presence of the Witness (signature and print name)

--

7 Signed as a deed by the Borrower (signature and print name)

--

in the presence of the Witness (signature and print name)

--

8 Signed as a deed by the Borrower (signature and print name)

--

in the presence of the Witness (signature and print name)

--

9 Signed as a deed by the Borrower (signature and print name)

--

in the presence of the Witness (signature and print name)

--

Witness' address

Witness' address

Witness' address

Postcode

Witness' address

Postcode

We hereby certify this to be
a true copy of the original

Letto
Howman & Co Solicitors
21/6/07

Form of Mortgage Deed filed at HM Land Registry under reference MD8551.

This official copy is incomplete without the preceding notes page.

3 Deed of Consent and Charge

You should take independent legal advice before signing this deed as you will be legally bound by it.

Name(s) of Occupier(s)

- 1 I consent to the Borrower (described on page 1) creating the Mortgage over the Property (likewise described on page 1) in favour of Abbey National plc (referred to as Abbey) and I acknowledge that the Mortgage will secure all sums due to Abbey from the Borrower both now and in the future, including both the loan and any further advance.
- 2 I agree that any rights that I have, or may acquire, in the Property or the proceeds of sale shall by virtue of this deed be postponed in favour of Abbey and shall be subject to the rights, interests and remedies of Abbey under the Mortgage.
- 3 If I have any estate, interest or right in the Property or the proceeds of sale which is not postponed under paragraph 2 then I charge to Abbey any such estate, interest or rights as security for all money and liabilities secured or to be secured by Abbey by the Mortgage.
- 4 I shall immediately vacate the Property and give up possession to Abbey if it notifies me that it wishes to exercise its rights under the Mortgage to obtain possession of the Property.
- 5 I agree that Abbey may at any time transfer, charge or otherwise dispose of its rights in this deed to any person acquiring an interest in the Mortgage whether under or through Abbey.

Signed and delivered as a deed by the Occupier(s)

--

In the presence of

--

Witness' signature

--

Witness' name and address

Postcode

Witness' occupation

--

4 Deed of Guarantee

By entering into this guarantee you may become liable instead of or as well as the Borrower under the mortgage. Any liability you incur will be limited to the amount of the original loan to the Borrower (plus any further advance to which you have agreed), together with interest, and any other costs, fees and expenses payable by the Borrower under the mortgage. You should seek independent legal advice before signing this deed.

Name(s) of Guarantor(s)

of

Postcode

I agree to act as Guarantor of this mortgage and take subject to the terms of the Mortgage Conditions (a copy of which I have received). I understand that this means I will carry out all of the obligations of the Borrower (described on page 1) if Abbey requires me to and until I am released from this guarantee in writing by Abbey. My liability will be limited to (a) the amount of the original mortgage loan to the Borrower (b) any further advances made to the Borrower for which I have given consent, and (c) interest and any other costs, fees and expenses payable by the Borrower under the Mortgage.

I agree that Abbey may at any time transfer, charge or otherwise dispose of its rights in this deed to any person acquiring an interest in the Mortgage whether under or through Abbey.

Signed and delivered as a deed by the Guarantor(s)

--

In the presence of:

A Solicitor or Licensed Conveyancer must witness the signature of the Guarantor(s)

--

I confirm that I have separately and independently advised the Guarantor(s) (not in the presence of the Borrower) and that I have fully explained the nature and effect of this deed to the Guarantor(s).

Signed

--

Firm's name and reference

--

Firm's address

Postcode

Mortgage and Home

Standard mortgage conditions

2006 (edition)
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1 Application of Parts 1 and 2 of these conditions

- 1.1 These conditions are in two parts.
- 1.2 Part 1 contains conditions which apply generally.
- 1.3 Part 2 contains further conditions which apply if the property or any part of it is let (whether or not it was let with our written consent under condition 20.2).
- 1.4 If the conditions in Part 2 have become applicable, they will continue to apply until the following requirements are met:
 - (a) no part of the property is let;
 - (b) you do not intend to grant another lease of the property or any part of it; and
 - (c) you have given us written notice of the facts mentioned in subparagraphs (a) and (b) above.

Part 1

Definitions and interpretations

- 2 In these conditions, the 'mortgage deed' means the particular mortgage deed which incorporates these conditions.¹
- 3 In these conditions and in the mortgage deed, the following words have the following meanings:
 - 3.1 'additional loan' means the amount we lend you under any Additional Loan Offer mentioned in condition 3.26(b);
 - 3.2 'additional security' means any of the following:
 - (a) your rights under any agreement, option, guarantee or indemnity which concerns:
 - the property;
 - the way the property is built; or
 - the condition of the property;
 - (b) any shares or other membership rights which you hold in a management company or residents' association by virtue of owning the property;
 - (c) any rights you have to compensation concerning the property;

¹ If the property is in England and Wales or Northern Ireland, the deed you sign is called a 'mortgage deed'. If the property is in Scotland, it is called a 'standard security'.

- (d) all rights and remedies you have concerning the property (including any which arise from damage to it or a drop in its value); and
- (e) the benefit of any policy which provides insurance against any of the following risks:
 - a defect in the title to the property;
 - someone enforcing a right against the property; or
 - the court setting aside or varying an earlier transaction concerning the property.

However, the 'additional security' does not include any contract (such as a mortgage indemnity policy) which allows us to recover any loss we suffer when our security² is realised;

3.3 'associated company' means any company which is:

- (a) a subsidiary of ours;
- (b) our holding company; or
- (c) a subsidiary of our holding company.

'Holding company' and 'subsidiary' have the same meanings in this paragraph as they do in section 736 of the Companies Act 1985;³

3.4 'base rate' means, in any base rate period, the rate of interest equal to the reference rate at 11.00 hours on the last day of the preceding base rate period;⁴

3.5 'base rate period' means each monthly period starting at 00.00 hours on the third day of the month and ending at 24.00 hours on the second day of the following month;

² Our 'security' means the mortgage and all the property or rights which are charged by it (which we would be entitled to sell for the purpose of recovering the money you owe us, should you fail to repay the money yourself). Our security therefore consists of:

- the property described in the mortgage deed or standard security;
- the rights listed in this subparagraph; and
- the mortgage itself.

³ Section 736 of the Companies Act 1985 explains when one company is treated as the holding company of another (known as its 'subsidiary'). The most common example is where the holding company holds a majority of the voting rights in the subsidiary.

⁴ The 'base rate' is used for working out the tracking rate (see condition 3.37). Each monthly 'base rate period' runs from 00.00 hours on the third day of the month to 24.00 hours on the second day of the following month (see condition 3.5). So, if the 'reference rate' (initially the Bank of England's repo rate) is 4.00% at 11.00 hours on 2 January, condition 3.4 means that the 'base rate' will be 4.00% from 00.00 hours on 3 January until 24.00 hours on 2 February.

- 3.6 'cap' means the rate of interest found by adding the margin to the reference rate;⁵
- 3.7 'capital' means any money on which we can charge you interest under condition 12.1;⁶
- 3.8 'charge period' means the period (if any) specified in the offer during which an early repayment charge is payable;⁷
- 3.9 'completion date' means the date on which the loan referred to in the mortgage offer is completed;⁸
- 3.10 'costs' has the meaning given in condition 27 and (where Part 2 of these conditions applies) condition 42;
- 3.11 'early repayment charge' means any additional payment which the offer requires you to make if you repay all or part of a loan before the end of any charge period which the offer specifies for that loan;⁹
- 3.12 'extra payment' has the meaning given in condition 14.1;
- 3.13 'guarantee' means a guarantee or indemnity which applies to any of your obligations under the mortgage;¹⁰
- 3.14 'interest-only scheme' means any scheme which applies under the offer and which provides that:
- some or all of the capital you owe is to be repaid at the end of the repayment period out of the proceeds of an investment or savings account or plan, a life assurance or endowment policy, or a pension policy; or
 - the repayment of some or all of the capital you owe is to be postponed until the end of the repayment period;¹¹

⁵ The 'cap' is relevant where you pay interest at a 'variable rate', i.e. a rate which is based on our 'standard variable rate'. Briefly, the effect of the cap is that our standard variable rate must not exceed the total of the 'reference rate' (initially the Bank of England's repo rate) and the 'margin' (initially 2.50%); see conditions 10.5 and 10.6.

⁶ The 'capital' is the amount on which we charge you interest each day. Condition 12.1 explains how we work out the capital owing on your mortgage account. (Please note that the 'capital' will normally be slightly lower than the 'money you owe us' because it will not include interest which has accrued but not been added to capital under condition 12.1(d).)

⁷ In some cases, the offer will specify a period during which an early repayment charge will be payable if you repay your loan in this period. Frequently, a charge period will correspond with a period during which we will charge interest at a non-standard interest rate (for example, a tracking rate, a fixed rate or a discounted variable rate).

⁸ In Scotland, the completion date is also known as the settlement date.

⁹ The offer will say whether an early repayment charge applies.

¹⁰ A person who gives a guarantee is called a 'guarantor'. By giving the guarantee, the guarantor becomes liable to pay us what you owe under the mortgage if you fail to pay it yourself.

¹¹ Any capital which is covered by an 'interest-only scheme' must be repaid on the interest-only basis. This means that we will work out the monthly payment under condition 8.7(a) so as to provide that you only pay interest on the capital during the repayment period. You will be responsible for repaying the capital in a lump sum at the end of the repayment period.

- 3.15 'interest period' means:
- the period from the completion date until 24.00 hours on the day before the first payment date; and
 - each subsequent period starting at 00.00 hours on a payment date and ending at 24.00 hours on the day before the next payment date;¹²
- 3.16 'interest rate' means the rate or rates of interest we charge from time to time under the mortgage;¹³
- 3.17 'lease' includes a lease, sub-lease or tenancy and an agreement for a lease, sub-lease or tenancy;
- 3.18 'let' means let on a lease;
- 3.19 'margin' means 2.50% or any other percentage which we substitute as the margin under condition 10.7;¹⁴
- 3.20 'money you owe us' means all the money you owe us under Part 1 of these conditions and the offer, including any unpaid interest or costs;
- 3.21 'month' means a calendar month;
- 3.22 'monthly payment' means the monthly payment stated in the offer, or any changed monthly payment which applies under condition 13.1;
- 3.23 'mortgage' means the mortgage deed, these conditions and any terms in the offer which continue to apply after we have made the loan referred to in the offer;
- 3.24 'mortgage account' means the account we keep for recording debits and credits¹⁵ under the mortgage;

¹² The interval between payment dates will normally be one calendar month, so the 'interest period' for your mortgage will be the monthly period which starts on the payment day which applies to your mortgage.

¹³ There are a number of different types of interest rate which may apply to money lent under your mortgage. These conditions make provision for the two most common types, namely:

(1) a 'tracking rate' (where the rate is reviewed on the third day of each month, and will change if there has been a change since the second day of the previous month in the 'reference rate' – initially, the Bank of England's repo rate); and

(2) a 'variable rate' (where the rate will be equal to our standard variable rate plus or minus any differential which applies).

A different rate of interest may, however, apply during part of your repayment period. For example, we may charge interest at a fixed rate (where the rate is fixed for a period stated in the offer) or a capped rate (where we may vary the rate, but only up to a fixed limit). Your offer will say if either of these rates (or any other type of rate) applies to your mortgage and, if so, for how long.

¹⁴ We use the 'margin' to work out the cap: see note 5, above.

¹⁵ We make a debit entry on your mortgage account when the amount you owe us goes up (e.g. where we lend you more money under the mortgage, or we incur costs which you are liable to repay under condition 27). We make a credit entry when the amount you owe us goes down (e.g. where you make a monthly payment, or if you make an extra payment of capital in the way described in condition 14.4).

3.25 'mortgage debt' means the total of the following:

- (a) the money you owe us;
- (b) any other money which the mortgage deed secures under condition 30.1; and
- (c) if and so long as Part 2 of these conditions applies, any further money you owe us under any agreement or guarantee mentioned in condition 34.1;

3.26 'offer' means:

- (a) the document (known as a 'Mortgage Offer') which contains our offer to lend you money under the mortgage; and
- (b) any document (known as an 'Additional Loan Offer') which contains an offer from us to make you a further advance under the mortgage.

In each case, references to the offer include any changes we make to the offer terms before we lend you the money, and any changes which you and we agree after that; but changes will only be valid if they are in writing;

3.27 'payment date' means the day of the month determined under condition 8.4, or any changed payment date which applies under conditions 8.5 and 8.6;

3.28 'property' means all or part of the property described in the mortgage deed, including all buildings, fixtures and additions;

3.29 'rebuilding cost' means the full cost of rebuilding the property, including:

- (a) all professional fees (e.g. architects', surveyors' and engineers' fees);
- (b) all other costs of reinstating the property to its previous condition; and
- (c) a reasonable allowance for inflation while the property is being reinstated;

3.30 'reference rate' means:

- (a) the Bank of England's repo rate¹⁶ from time to time; or
- (b) any replacement rate which we specify under condition 11.1;¹⁷

3.31 'regulated agreement' has the same meaning as in the Consumer Credit Act 1974;¹⁸

¹⁶ The Bank of England's repo rate is the rate usually referred to as its base rate.

¹⁷ We use the 'reference rate' for two purposes. First, where we are charging interest at a tracking rate, we use the reference rate to set the 'base rate' (which, together with the tracking differential, determines the amount of the tracking rate). Secondly, where we are charging interest at a variable rate (i.e. a rate based on our standard variable rate), we add together the reference rate and the margin to work out the cap which applies to our standard variable rate.

¹⁸ Under the Consumer Credit Act 1974, the expression 'regulated agreement' applies to certain types of 'consumer' loans. If an agreement is regulated by the 1974 Act, the agreement will normally include a heading which makes this clear.

3.32 'repayment period' means the term of mortgage shown as such in the offer for the repayment of the mortgage;

3.33 'standard risks' means the risk of loss or damage by fire, civil commotion, explosion, earthquake, subsidence, landslip, heave, aircraft and things dropped from them, flood, storm, lightning, burst pipes, theft, malicious damage and impact;

3.34 'SVR differential' means any rate we add to, or take away from, the standard variable rate to arrive at the variable rate. If an SVR differential applies, it will be stated in the offer.¹⁹

3.35 'standard variable rate' or 'SVR' means the rate of interest which we publish as our standard variable rate. We use our standard variable rate as the basis for setting the rate we charge in all cases where:

- (a) the loan is a personal mortgage loan; and
- (b) the terms which for the time being apply to the loan provide that the interest rate will only change if and when we decide to change it.²⁰

We can change the standard variable rate under condition 10.2 or 10.4;

3.36 'tracking differential' means the percentage which we add to or subtract from the base rate to arrive at the tracking rate (except during any period when the tracking rate is fixed at 0.0001% p.a. under condition 3.37(b)). The tracking differential will be specified in the offer;

3.37 'tracking rate' means the higher of the following two rates:

- (a) the base rate plus or minus the tracking differential²¹; and
- (b) 0.0001% p.a.²¹

3.38 'transferee' means any person to whom we transfer any of the rights or obligations we have under the mortgage or under our charge over the additional security;

3.39 'variable rate' means the standard variable rate or (if an SVR differential applies) the standard variable rate plus or minus the SVR differential.

¹⁹ An 'SVR differential' may be either positive (when we call it an 'added rate') or negative (when we call it a 'discount'). An SVR differential can only apply where you pay interest at a 'variable rate'. Where it applies, the SVR differential determines the amount by which your variable rate will differ from our standard variable rate. For instance, if our standard variable rate is 6.00%, and your SVR differential is a discount of 1.00%, your variable rate will be 5.00%.

²⁰ The 'standard variable rate' is the benchmark rate for all our variable rate loans (as distinct, for example, from loans which we make at a tracking rate or at a fixed rate of interest).

²¹ The effect of this definition can be illustrated by assuming that the offer specifies a negative tracking differential of -2.00% and that the base rate later falls from, say, 2.25% to 1.75%. The sum of the base rate and the tracking differential would then be -0.25%. As that is less than 0.0001%, condition 3.37(b) means that the tracking rate would become 0.0001% p.a. The tracking rate would remain at 0.0001% p.a. unless and until an increase in the base rate caused the sum of the base rate and the tracking differential go back up to 0.0001% or more.

We may change the **variable rate** by changing the **standard variable rate** under condition 10.2 or 10.4;

3.40 'we', 'our' or 'us' means or relates to:

(a) Abbey National plc or its successors and assigns (whether legal or equitable); and

(b) any other person who for the time being has the benefit of the **mortgage**; or
our charge over the **additional security**;

3.41 'year' means a year from 00.00 hours on 1 January to 24.00 hours on 31 December;

3.42 'you' or 'your' means or relates to:

(a) the person(s) named as the borrower (or, in Scotland, the debtor) in the **mortgage deed** and their successors; and

(b) anyone (other than a guarantor) who agrees to discharge any of the borrower's (or, in Scotland, the debtor's) obligations.

4. In these conditions:

4.1 words given a special meaning appear in bold print;

4.2 headings and footnotes are for convenience only and do not alter the meaning of the conditions;

4.3 references to a statute or statutory provision include any changes which are made to it; and

4.4 the singular includes the plural and the other way round.

5.1 If there are more than one of you, these conditions apply to all of you together and to each of you on your own. If there are more than two of you, these conditions also apply to any combination of you.

5.2 The Contracts (Rights of Third Parties) Act 1999 does not apply to these conditions.²²

5.3 These conditions are governed by the system of law in force in the part of the United Kingdom where the **property** is situated. This means that:

(a) if the **property** is in England or Wales, the law of England and Wales applies;

²² Where A and B make an agreement which confers a benefit on C, the Contracts (Rights of Third Parties) Act 1999 may allow C to enforce the agreement directly (rather than relying on A or B to do it for him). The Act can, however, be excluded by the agreement. It has been excluded here because these conditions contain their own provisions about enforcement by successors and transferees (see e.g. condition 3.40 and 3.42, and condition 32).

(b) if the **property** is in Northern Ireland, the law of Northern Ireland applies; and

(c) if the **property** is in Scotland, the law of Scotland applies.

6.1 Unless otherwise stated, references to 'conditions' are to the conditions in this document.

6.2 Conditions are given whole numbers. Conditions are divided into paragraphs, which are given decimal numbers. Paragraphs are divided into subparagraphs, which are given letters. (For example: 'condition 3.2(c)' refers to subparagraph (c) of paragraph 2 of condition 3.)

7.1 These conditions include any terms of the offer which continue to apply after we make the loan mentioned in the offer.

7.2 You agree to carry out your obligations under the offer and these conditions and we agree to carry out ours.

7.3 If their terms are not consistent:

(a) the offer prevails over the mortgage deed and these conditions;

(b) the mortgage deed prevails over these conditions;

(c) where they apply, the terms in Part 2 of these conditions prevail over the terms in Part 1.

7.4 These conditions also include the terms of the declaration you signed in your mortgage application and in any application for an additional loan.

Payment obligations

8 The payments you must make

8.1 You agree to pay us the monthly payment at monthly intervals until you have repaid all the money you owe us.

8.2 You agree to make the monthly payments by direct debit unless you get our written consent to making them by some other method (see condition 22 or where Part 2 of these conditions applies, condition 36). We may change the method for making the monthly payments at any time by giving you not less than 30 days' notice in writing. We will only do this if:

(a) the existing method becomes obsolete; or

(b) the changed method will be quicker, cheaper or more reliable than the existing one.

8.3 You must pay the monthly payment on the payment date in every month, starting on the first payment date we notify to you after the completion date.

8.4 Unless the payment date is changed under condition 8.5, the payment date will be the day of the month which you notify to us before the completion date as your chosen payment date (which may be any day other than the 29th, 30th or 31st of the month). If you do not notify us of a chosen payment date before the completion date, the payment date will be the day of the month which corresponds to the completion date, except that, if the completion date is the 29th, 30th or 31st of the month, the payment date will be first day of the month.

8.5 We will change the payment date to another day in the month if:

- (a) you request us to make the change; and
- (b) your request asks us to change the payment date to a day other than the 29th, 30th or 31st of the month.

8.6 Upon receiving a valid request under condition 8.5, we will write to tell you:

- (a) when the changed payment date will come into effect; and
- (b) whether the interest period between the last of the old payment dates and the first of the changed payment dates will be longer or shorter than one month.²³

8.7 We will work out the monthly payment so as to provide that:

- (a) you pay interest only on any capital which is covered by an interest-only scheme; and
- (b) any capital which is not covered by an interest-only scheme is repaid with interest by the end of the repayment period.²⁴

8.8 If you do not keep to the terms of an interest-only scheme, we may give you notice:

- (a) cancelling the interest-only scheme; and
- (b) increasing the monthly payment so as to provide for the capital which was covered by the scheme to be repaid with interest by the end of the repayment period.

²³ Please note that we normally require 14 days to process a change to the payment date, and that we will not normally allow the interval between the last of the old payment dates and the first of the changed payment dates to be less than 14 days. The monthly payment which we collect on the first of the new payment dates will be larger or smaller than usual, depending on whether the change has caused the interval between the last of the old payment dates and the first of the changed payment dates to be longer or shorter than a month. From then on, the monthly payment should revert to the same amount as you were paying before the change in the payment date.

²⁴ Where an interest-only scheme applies to all the money we lend you, the monthly payment will consist only of interest, and you will be responsible for repaying the money lent in a lump sum at the end of the repayment period. In other cases, the monthly payment will consist of both capital and interest, and will provide for the money we lend you (or part of it) to be repaid by instalments over the course of the repayment period.

8.9 We may divide the mortgage account into different parts where different repayment terms apply to different parts of the money you owe us.²⁵

8.10 The following terms apply if we have incurred any costs under condition 27:

(a) We will debit the costs to the mortgage account. If we have divided the mortgage account into different parts under condition 8.9, we will debit the costs to the part with which they have the closest connection or (if they have no particular connection with any part of the mortgage account) to the part with the largest balance debited to it.

(b) You agree to repay the costs to us on demand.

8.11 This paragraph applies where:

- (a) we have divided the mortgage account into separate parts under condition 8.9; and
- (b) you make an extra payment; and
- (c) you take the steps described in condition 14.4 (so that the extra payment will be treated as reducing the capital).

Where this paragraph applies, you may give us written instructions telling us which part of the mortgage account is to be credited with the payment. If you do not, we will credit the payment to whichever part of the mortgage account we choose.

8.12 If the mortgage deed is discharged before you have repaid all the mortgage debt, you must immediately pay us the amount which you still owe, plus interest until payment. This applies even if we gave a receipt when the mortgage deed was discharged which stated that the money you owe us had been repaid in full.

8.13 Nothing in condition 8.12 prevents you from pursuing any claim which you may have against us if you suffer loss as a result of any mistake we make in calculating the amount required to discharge the mortgage deed.

9 Interest at a tracking rate

9.1 This condition applies if and so long as the offer provides for interest to be charged at a tracking rate on any part of the capital you owe us.

9.2 Except during any period when the tracking rate is fixed at 0.0001% p.a under condition 3.37(b), the tracking rate will change at the same time and by the same amount as the base rate.

9.3 We will give you written notice of any change in the tracking rate at the same time as we give you notice of your changed monthly payment under condition 13.1.

²⁵ This paragraph would allow us to divide up the mortgage account where, for example, we have made you one loan at a tracking rate and another at a variable rate.

10 Interest at the variable rate

- 10.1 This condition applies if and so long as the offer provides for interest to be charged at a variable rate on any part of the capital you owe us.
- 10.2 We may change the standard variable rate at any time for one or more of the following reasons:
- (a) to maintain the competitiveness of our personal banking business taking account of actual or anticipated changes in the interest rates which other financial institutions charge to personal mortgage borrowers;
 - (b) to reflect actual or expected changes in the cost of the funds we use in making loans to our personal mortgage borrowers;
 - (c) to ensure that our business is run in a way which complies with the requirements of our regulator or of any central bank or other monetary authority;
 - (d) to enable us to comply with condition 10.6.
- 10.3 If we change the standard variable rate under condition 10.2 at a time when we are charging interest at a variable rate on any part of the capital which you owe us, we will give you notice of the change as soon as possible after we have taken a final decision to make the change. The change will come into effect on the date stated in the notice, which will not be earlier than the date when we give the notice.²⁶
- 10.4 We may also increase or reduce the standard variable rate under this paragraph at any time for any valid reason. The following terms will apply if we increase or reduce the standard variable rate under this paragraph at a time when we are charging interest at a variable rate on any part of the capital which you owe us:²⁷
- (a) we will give you not less than 30 days' notice of an increase in the standard variable rate and not less than seven days' notice of a reduction;
 - (b) the notice will say that we are making the increase or reduction under this paragraph;

²⁶ Conditions 33.1 and 33.2 set out the different ways in which we may give notice under this paragraph of any change in the standard variable rate which we make under condition 10.2. Condition 33.2 allows us to advertise the change in at least three national newspapers and in our branches.

²⁷ Our power to change the standard variable rate under this paragraph differs from our power to change it under a reason which is not set out in condition 10.2. Firstly, this paragraph allows us to change the rate for any valid reason (i.e. including a reason which is not set out in condition 10.2). Secondly, we must notify you individually of any change which we make under this paragraph; we cannot advertise the change under condition 33.2. Thirdly, we must give you the minimum period of advance notice set out in subparagraph (a) (i.e. 30 days for an increase and seven days for a reduction). Finally, if we increase your interest rate under this paragraph, you will have a three-month period in which to repay what you owe us (or the part of it which is affected by the increase) free of any early repayment charge which would otherwise apply.

- (c) if we are increasing the standard variable rate, then:
 - if the increase applies to the whole of the capital, you will be entitled to repay all the money you owe us within three months from the date on which the increase takes effect, without paying any early repayment charge that would otherwise apply;
 - if the increase applies only to part of the capital ('the affected part'), you will be entitled either to repay the whole of the money you owe us, or (if you choose) the affected part, within three months from the date on which the increase takes effect, without paying any early repayment charge that would otherwise apply to the affected part.
- 10.5 If we change the standard variable rate, we will ensure that the changed standard variable rate does not exceed the cap in force at the time when we take the final decision to make the change.²⁸
- 10.6 This paragraph applies where the standard variable rate comes to exceed the cap as a result of:
- (a) a reduction in the reference rate;
 - (b) a reduction in the reference rate combined with a change in the standard variable rate of which we have previously given notice; or
 - (c) a reduction in the margin.

Where this paragraph applies, we will change the standard variable rate within 60 days from the date ('the start date') on which it comes to exceed the cap. We will ensure that the changed standard variable rate does not exceed the cap in force on the start date.²⁹

- 10.7 We may increase or reduce the margin at any time. The following terms will apply to any increase or reduction which we make under this paragraph at a time when we are charging interest at a variable rate on any part of the capital which you owe us:

²⁸ Suppose that the reference rate (initially the Bank of England's repo rate) is 4.00% and the margin remains at 2.50%. The cap (the reference rate plus the margin) would therefore be 6.50%. This paragraph would mean that we could not increase our standard variable rate to more than 6.50%.

²⁹ Suppose that, on 31 May, our standard variable rate is 7.50%, the reference rate is 5.00% and the margin is 2.50%. The standard variable rate will therefore be at the maximum permitted by the cap. If the reference rate is reduced to, say, 4.50%, on 1 June this paragraph would require us to reduce our standard variable rate to no more than 7.00% by 31 July (i.e. within 60 days from the reduction in the reference rate).

If we have to reduce the standard variable rate under this paragraph, our obligation is to ensure that the reduced rate does not exceed the cap at the start of the 60-day period which we have for making the reduction, and not (if different) the cap in force when we give notice of the reduction. So, in the above example, we would not be placed in breach of this paragraph if the base rate was reduced to, say, 4.00% on 1 July and we gave notice on 10 July reducing the standard variable rate to 7.00%. However, we would then need to ensure that the standard variable rate was reduced to no more than 6.50% by 30 August (i.e. within 60 days from 1 July).

- (a) we will give you not less than 30 days' notice of an increase in the margin and not less than seven days' notice of a reduction;
- (b) if we are increasing the margin, then:
- if the increase applies to the whole of the capital, you will be entitled to repay all the money you owe us within three months from the date on which the increase takes effect, without paying any early repayment charge that would otherwise apply;
 - if the increase applies only to part of the capital ('the affected part'), you will be entitled to repay the money you owe us, or (if you choose) the affected part, within three months from the date on which the increase takes effect, without paying any early repayment charge that would otherwise apply to the affected part.

11. Changing the reference rate

- 11.1 We may specify a new rate of interest as the reference rate³⁰ if the Bank of England's repo rate ceases to exist, or if any other rate which we have previously specified under this paragraph ceases to exist. Any rate of interest which we specify under this paragraph will be either:
- (a) the nearest equivalent lending rate set by the Bank of England or (if the Bank of England itself ceases to exist) by any central bank which replaces the Bank of England; or
 - (b) (if the requirements of condition 11.2 are met) the average base rate of two or more major banks chosen by us which:
 - are not a member of our group;
 - carry on a substantial part of their business in the United Kingdom; and
 - publish or communicate their base rates to the public.

- 11.2 We will only specify a rate which falls within condition 11.1(b) if, in our reasonable opinion:

- (a) it is not possible to identify a rate of interest which falls within condition 11.1(a); or
 - (b) any rate of interest which does fall within condition 11.1(a) is not widely used as a basis for setting interest rates in the United Kingdom.
- 11.3 We will give you not less than seven days' written notice of any rate of interest which we specify under condition 11.1.

³⁰ The purposes for which we use the reference rate are summarised in note 17. above.

12 General provisions about interest

- 12.1 We will charge interest each day on the capital owing at the end of that day. The following terms explain how we work out the capital:

- (a) any money we lend you will increase the capital from the date when we release the money to you (or the date when the money is transferred if we pay it by electronic transfer);
- (b) any costs which we incur will increase the capital from the date when we incur them;
- (c) any money we receive for the credit of your mortgage account will be used (after paying off any interest which is due for payment) to reduce the capital with immediate effect, except that, where the money is paid by cheque, it may not be used to reduce the capital until the cheque has cleared;
- (d) the interest we charge on capital each day during an interest period will be added to the capital on the first day of the following interest period (unless it has been paid off in the meantime).³¹

- 12.2 We will charge interest on the capital at the interest rate. We will continue to charge interest at the interest rate even if we get a court order for you to pay some or all of the money you owe us.

- 12.3 Interest accrues from day to day.

- 12.4 Except where condition 12.6 applies or where a particular interest period is longer or shorter than a month, we will work out the interest we charge each day on the basis that the interest we charge in each interest period is one twelfth of the interest we charge in the year.³²

³¹ The 'capital' is the amount on which we charge you interest. So money owing on your mortgage account starts to bear interest from the date when it is added to the capital. Condition 12.1 explains how and when the capital may be increased or reduced.

- Money we lend you. Each loan we make to you will be added to the capital as soon as we release the money to you (or transfer it electronically to you).
- Costs we incur. If we incur any costs under condition 27, we will add them to the capital as soon as we incur them.
- Money we receive. Condition 12.1(c) makes provision for money which we receive for the credit of your mortgage account (e.g. a regular monthly payment, or an extra payment which you make in the way described in condition 14.4). The effect of condition 12.1(c) is that the money we receive must first be used to pay off any interest which is due for payment, and will then be used to reduce the capital with immediate effect. However, where a payment is received by cheque, the capital will not be reduced until the cheque has 'cleared': this can take up to five banking days after we receive the cheque.
- Unpaid interest. Condition 12.1(d) provides that the interest we charge during each monthly 'interest period' will be added to capital on the first day of the following interest period. If it remains unpaid at the end of that day, we will charge interest on it in accordance with the opening words of condition 12.1 (this is known as 'compounding' the interest). Normally, the interest we charge in each interest period will be paid off by the monthly payment which falls due on the first day of the following interest period (see note 35, below). The effect is that interest will only be compounded if you fail to make the monthly payment during the course of that day.

³² Condition 12.4 avoids the need for the monthly payment to change between months of unequal length.

12.5 This paragraph applies where there is a change during an interest period in:

- (a) the interest rate; or
- (b) the amount of capital (whether because we lend you more money or because you make an additional capital payment in accordance with condition 14.4).

Where this paragraph applies, the interest we charge during the interest period will be worked out as follows:

- from the start of the interest period until the end of the day before the charge occurs, we will charge an apportioned part of the interest we would have charged for the whole interest period if the change in the interest rate or the amount of the capital had not occurred;
- for the remainder of the interest period, we will charge an apportioned part of the interest we would have charged for the whole of the interest period if the change in the interest rate or the amount of the capital had occurred immediately before the start of the interest period.³³

12.6 If you tell us that you wish to pay off the mortgage, we will work out the amount you have to pay, so far as it consists of interest, on the assumption that each day's interest is an equal 1/365 part of the interest we charge in the year.³⁴

12.7 Except where the offer states otherwise, you must pay the interest for each interest period by making the monthly payment which is due to be paid on the first day of the following interest period.³⁵

12.8 In a leap year, we may charge the same amount of interest for each day in the year as we would have charged if there had only been 365 days in the year.³⁶

³³ Suppose we have made you an interest-only loan of £50,000 and that the interest period which applies to your mortgage starts on the first day of every month. If you were to make a capital payment of £5,000 on, say, 9 May, condition 12.5 would mean that the interest we charge during the interest period running from 1 to 31 May would be worked out as follows. First, for the period from 1 May to 9 May (inclusive), we would charge 9/31 of the interest we would have charged if the capital had remained at £50,000 until 31 May (i.e. we would charge $9/31 \times 1/12$ of the annual interest on £50,000). Secondly, for the period from 10 May to 31 May (inclusive), we would charge $22/31$ of the interest we would have charged if the capital had been reduced to £45,000 immediately before 1 May (i.e. we would charge $22/31 \times 1/12$ of the annual interest on £45,000).

³⁴ If you wish to pay off the mortgage, we will supply you with a 'redemption statement', giving the amount needed to repay the money you owe us, inclusive of interest, on the day you tell us that you want to pay off the mortgage. In case redemption takes place on a different day, our redemption will also tell you the amount of a day's interest. In preparing the redemption statement, we assume that each day's interest is an equal 1/365 part of the interest we charge in a full year. This avoids the amount we show in the redemption statement for a day's interest changing between months of different length.

³⁵ Each monthly 'interest period' runs from the payment date which applies to your mortgage. Condition 12.7 means that the interest we charge during each interest period is to be paid by making the monthly payment which falls due on the payment date at the start of the following period.

³⁶ Condition 12.8 gives us the right to ensure that the interest we charge on each of the 366 days in a leap year will not be lower than it would have been if there had only been 365 days in the year.

12.9 (a) We will charge interest on each sum we lend you at the tracking rate, variable rate or other rate which the offer specifies as the rate which is to apply to that sum.

(b) If we are entitled to add unpaid interest to capital under condition 12.1(d), the interest rate which applies to that unpaid interest will be the rate which applies to the money on which the unpaid interest accrued.

(c) If any costs become due from you under condition 27, the interest rate which applies to those costs will be the rate which applies to the part of the mortgage account which we debit with the costs under condition 8.10(a).

13 Monthly payment

13.1 We may change the monthly payment at any time by giving you notice. The change will come into effect on the date stated in the notice, which will not be earlier than the date when we give the notice.

13.2 We may change the monthly payment for any of the following reasons:

- (a) if an interest-free period has begun or come to an end;
- (b) if the interest rate has changed (however long ago the change came into effect);
- (c) if the interest period has changed upon a change in the payment date (however long ago the change came into effect);
- (d) if we have made you an additional loan or released any part of a loan which we were keeping back;
- (e) if we have debited any costs to the mortgage account under condition 8.10(a);
- (f) if you make an extra payment which we treat as reducing the capital under conditions 14.3(b) and 14.4.
- (g) if you have paid us less or more than is necessary to ensure that the money you owe us is repaid within the repayment period (this applies even if we have made a mistake in working out the monthly payment but you will be free to pursue any claim which you may have against us if you suffer loss as a result of our mistake);
- (h) if we have cancelled an interest-only scheme under condition 8.8; or
- (i) if we have applied, changed, or cancelled any other arrangement or concession permitting you to suspend the payment of capital and/or to defer the payment of interest on any part of the capital.

13.3 If in any month we change the monthly payment to reflect a change which occurred in a previous month in the interest rate or in the amount of capital, we may:

(a) work out the difference between:

- the interest you have paid as part of the old monthly payment since the date when the change occurred; and
- the interest we have charged since then at the changed interest rate or on the changed amount of capital; and

(b) reduce or increase the first of the new monthly payments to take account of the amount by which the interest you have paid as part of the old monthly payment exceeds or falls short of the interest we have charged.²⁷

14 Extra payments

14.1 This condition applies if the amount credited to the mortgage account at any time is more than the amount which you had to pay by then. The difference between the two amounts is referred to as the 'extra payment'.

14.2 If you make an extra payment, it will not oblige us to recalculate the monthly payment. Nor will it affect your obligation to pay the monthly payment at monthly intervals under condition 8.1.

14.3 If you make an extra payment:

- (a) We will first use the extra payment to reduce or pay off any part of the money you owe us which is overdue at the date of the extra payment.
- (b) If you take the steps mentioned in condition 14.4, we will treat the extra payment as money received for the credit of your mortgage account, so that it will immediately reduce the capital under condition 12.1(c).
- (c) If you do not take the steps described in condition 14.4, we will be unable to treat the extra payment as money received for the credit of your mortgage account. Instead, we will keep the extra payment (but without paying you any interest on it) and put it towards your subsequent monthly payments.

14.4 If you wish us to treat an extra payment as money received for the credit of your mortgage account, you must:

- (a) tell us when you make the extra payment that you wish us to use it in this way;
- (b) make the extra payment by cheque;

²⁷ Suppose that:

- your payment day is the 20th of the month,
 - there is an increase in the interest rate on 3 April;
 - we give you notice under condition 13.1 which changes your monthly payment with effect from 20 May.
- The monthly payment you make on 20 April will include interest at the old rate for the period between 3 and 19 April. Condition 13.3 means that we can work out the first of the new monthly payments which you make on 20 May so that, as well as covering interest at the new rate from 20 April to 19 May, it includes an additional sum to cover the extra interest we charged between 3 and 19 April but did not collect on 20 April.

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(c) write your mortgage account number, name and address and the words 'capital payment' on the back of your cheque;

(d) send the cheque to the mortgage operations site administering your mortgage account.

15 Early repayment

15.1 You may repay all or part of the money you owe us at any time.

15.2 This condition does not affect:

- (a) anything in condition 14.3; or
- (b) any obligation you have under the offer to pay us an early repayment charge if you repay all or part of a loan during any charge period which applies to that loan.

15.3 The following terms apply if the offer states that you may have to pay an early repayment charge if you repay all or part of a loan during a charge period which applies to that loan:

- (a) You will also have to pay the early repayment charge if any of the following things happen before the end of the charge period:
 - we agree to a request from you to apply a different interest rate to the loan;
 - the property is sold by you or us or by another of your creditors; or
 - you break any of your obligations under the mortgage and, as a result, we exercise a power under the offer to stop charging interest on the loan at a special rate and to charge interest at a variable rate instead.
- (b) You will not have to pay an early repayment charge:
 - on any part of a loan you repay during the charge period by making the monthly payments payable under the mortgage;
 - if the loan is repaid on your death during the charge period.

16 Set off

16.1 If the money you owe us has become immediately payable under condition 23.2, and you have any money in a current or investment account with us or any associated company, we may take the money out of your account and use it to pay off or reduce the money you owe us. If we do this, neither we nor any associated company will pay any further interest or bonus on the money we have taken out of your account.

16.2 Condition 16.1 applies even if you are joint borrowers and the current or investment account is held by only one of you.

17 Additional security

So far as you are able, you assign the additional security to us. On request, we will reassign it to you when you have repaid the mortgage debt.³⁸

18 Transferring your loan to a new mortgage

18.1 This condition applies if:

- (a) you pay off the money you owe us on completing the sale of the property;
- (b) at the same time as you pay off the money you owe us, you complete the purchase of another property; and
- (c) we agree to finance your purchase by lending you money under a mortgage of the other property;

18.2 In this condition:

- (a) 'new property' means the property purchased as mentioned in condition 18.1;
- (b) 'new mortgage' means the mortgage which secures the money we lend you for the purchase of the new property;
- (c) 'transferred balance' means any part of the money you owe us which is transferred from this mortgage to the new mortgage under condition 18.3(a);

18.3 If this condition applies, then:

- (a) if you give us not less than seven days' notice in writing, all or part of the balance of any loan which is included in the money you owe us at the time when you complete the sale of the property will be transferred to the new mortgage;
- (b) the terms which apply to the transferred balance will be set out in our offer of the new mortgage;
- (c) we will ensure that our offer of the new mortgage provides for interest to be charged on the transferred balance at the same rate(s) and for the same period(s) as would have applied if the transferred balance had remained owing under the mortgage;
- (d) the transferred balance will not be eligible for any cashback or other benefit which we provide on any other money you borrow under the new mortgage.

³⁸ This condition means that the additional security (i.e. the rights listed in condition 3.2) will be transferred (or 'assigned') to us when you enter into the mortgage, and transferred back to you (or 're-assigned') when the mortgage is paid off.

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19 Refunding an early repayment charge on a transfer of your loan to a new mortgage

19.1 This condition applies if:

- (a) you pay off the money you owe us;
- (b) the money you pay us includes an amount ('the old debt') to which an early repayment charge applies;
- (c) you pay us the early repayment charge when you pay off the old debt;
- (d) not later than three months after you pay off the old debt, you (or, if you are joint borrowers, all or any of you) enter into a new mortgage with us;
- (e) the money we lend under the new mortgage is or includes an amount ('the new debt') which:
 - represents the whole or part of the old debt; and
 - is re-lent by us on the same product terms as those which applied to the old debt under the present mortgage including the obligation to pay an early repayment charge; and
- (f) at all times since the completion date under the present mortgage, the property has been used solely for residential occupation by you, and the property which provides the security under the new mortgage will also be used solely for residential occupation by you.

19.2 If the requirements of condition 19.1 are satisfied in relation to more than one new mortgage, this condition will apply only to the first of those new mortgages.³⁹

19.3 If this condition applies to a new mortgage, then we will take the following steps on the completion of that new mortgage:

- (a) if the new debt is equal to the old debt, we will refund the whole of the early repayment charge to the person or persons entitled to it under condition 19.4.
- (b) if the new debt is less than the old debt, we will refund a corresponding proportion of the early repayment charge to the person or persons entitled to it under condition 19.4.

19.4 This paragraph explains who is entitled to any refund we make under condition 19.3:

- (a) if you are a sole borrower under the present mortgage, you will be entitled to the refund.

³⁹ The effect of condition 19.2 is illustrated in example 3 in note 40, below.

- (b) If you are joint borrowers under the present mortgage, then:
- if all of you enter into the new mortgage, all of you will be entitled to the refund;
 - if only one of you enters into the new mortgage, then the one who enters into the new mortgage will be exclusively entitled to the refund;
 - if some (but not all) of you enter into the new mortgage, then those of you who enter into the new mortgage will be exclusively entitled to the refund.⁴⁰

⁴⁰ Some examples may help to explain how this will work in practice:

Example 1: A borrows £50,000 under his original mortgage. The product terms provide that interest will be charged at a tracking rate for the first three years and that A must pay an early repayment charge if he repays the loan during that period. A sells the mortgaged property during the second year, by which time the amount owing has been reduced to, say, £49,000. This sum is paid off, together with the early repayment charge, on the sale of the property. At the same time as the old mortgage is paid off, A enters into a new mortgage with us to help with the purchase of his new house. He borrows £60,000 under the new mortgage, of which £49,000 is borrowed on the same product terms as applied to the old mortgage. The old product terms cannot, however, be applied to any part of the new loan which exceeds the amount used to pay off the old mortgage. Accordingly, new product terms will apply to the extra £11,000 which A is borrowing under the new mortgage. The net result is that £49,000 of the new loan will represent money which we are re-lending on the same product terms. The 'new debt' will therefore be £49,000 (condition 19.1(e)). As that is the same as the 'old debt', A will be entitled to a full refund of the early repayment charge (see conditions 19.3(a) and 19.4(a)).

Example 2: B and C borrow £102,000 under their original mortgage. The product terms provide that interest will be charged at a fixed rate for the first three years and that B and C must pay an early repayment charge if they repay the loan during that period. B and C sell the mortgaged property during the second year, by which time the amount owing has been reduced to, say, £100,000. This sum is paid off, together with the early repayment charge, on the sale of the property. At the same time as the old mortgage is paid off, B and C enter into a new mortgage with us to help with the purchase of their new house. They borrow £80,000 under the new mortgage on the same product terms as applied to the old mortgage, and a further £30,000 on different product terms. Here, the amount of the 'new debt' will be £80,000. As this is only 80% of the 'old debt' (£100,000), B and C will be entitled to a refund of 80% of the early repayment charge (see condition 19.3(b) and the first bullet point in condition 19.4(b)).

Example 3: D and E borrow £81,000 under their original mortgage. The product terms provide that interest will be charged at a fixed rate for the first three years and that D and E must pay an early repayment charge if they repay the loan during that period. D and E sell the mortgaged property during the first year, by which time the amount owing has been reduced to, say, £80,000. This sum is paid off, together with the early repayment charge, on the sale of the property. D and E then split up. One month after the sale, E and her new partner, F, enter into a new mortgage with us. They borrow £60,080 under the new mortgage on the same product terms as applied to the old mortgage. Here, the amount of the 'new debt' is £60,000, which represents 75% of the 'old debt' (£80,000). E will be entitled to a refund of 75% of the early repayment charge: neither D nor F will have any right to the refund (see the second bullet point of condition 19.4(b)). Two months after the sale of the old property, D enters into a new mortgage with us, under which he borrows £20,000 on the same product terms as applied to the old mortgage. D's new loan will represent 25% of the 'old debt' (£80,000). Although D would otherwise have been entitled to a refund of 25% of the early repayment charge, he will be disqualified from receiving a refund because E has already entered into a new mortgage which satisfies the requirements of condition 19.1 (see condition 19.2). While we might consider offering D a concessionary refund in such a case, he would have no legal right to any refund.

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Property obligations

20 Restrictions on your power to deal with the property

20.1 These conditions exclude any statutory power you have:

- (a) to grant a lease of the property; or
- (b) to allow anyone to surrender a lease of the property.⁴¹

20.2 You must not do any of the following without first getting our written consent (see condition 22 or, where Part 2 of these conditions applies, condition 36):

- (a) transfer, sell, or grant a lease of the property, or dispose of it in any other way;
- (b) give anyone an enforceable licence to occupy the property;⁴²
- (c) part with possession of the property or share possession of it with anyone else;
- (d) allow anyone to surrender a lease of the property.⁴³

20.3 If you hold the property under a lease, you must not do any of the following without first getting our written consent (see condition 22 or, where Part 2 of these conditions applies, condition 36):

- (a) surrender the lease;⁴⁴
- (b) give notice to terminate the lease; or
- (c) agree to any change in the terms of the lease.

⁴¹ Condition 20.1 excludes any statutory powers which enable you to grant leases of the property or, if the property is already let, to allow the tenant to 'surrender' (i.e. give up) the lease. As explained below, the law on this topic is different in the different parts of the United Kingdom.

England and Wales. If the property is in England or Wales, section 99 of the Law of Property Act 1925 gives you power to grant certain types of leases while you are in possession of the property. We have excluded this power because the creation of a lease could reduce the value of the property and make it harder to sell. If the property is already let, section 100 of the Law of Property Act 1925 gives you power to allow your tenant to surrender the lease. We have excluded this power because, if we know that the property is let at the date of the mortgage, we are likely to have taken account of the rental income when deciding how much to lend you. The rental income should not, therefore, be ended without our consent.

Northern Ireland. If the property is in Northern Ireland, the position will be the same as it is in England and Wales, except that your power to grant leases is given by section 18 of the Conveyancing and Law of Property Act 1881 and your power to accept surrenders of leases is given by section 3 of the Conveyancing Act 1911.

Scotland. None of the above statutory powers applies if the property is in Scotland. However, you will need our consent to grant a lease or to accept the surrender of a lease (see condition 20.2(a) and (d)).

⁴² An 'enforceable licence' would be created if you make a contract with someone (such as a lodger) which allows them to occupy the property without getting exclusive possession of it.

⁴³ If the property is let, you must get our consent before allowing your tenant to 'surrender' (i.e. give up) the lease.

⁴⁴ Condition 20.3(a) stops you putting an end to the lease by giving it up (or 'surrendering' it) to the landlord without our consent.

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21 General obligations

21.1 You agree to the following:

- (a) you will occupy the whole of the property as your main residence (unless the offer provides that the property may be let or you later let the property with our written consent);
- (b) you will make sure that any buildings being built on the property are completed without delay and are properly built;
- (c) you will keep the property in good repair;
- (d) you will comply with any covenants or conditions which affect the property and its use;
- (e) you will promptly pay all rates, taxes and other payments which are the responsibility of the owner or occupier of the property; this applies whether the payments are in the nature of income or capital and even if they are wholly new;
- (f) you will comply with all legislation which affects the property;
- (g) you will send us a copy within seven days of any notice you give to exercise a statutory right which affects the property;
- (h) if you receive a notice which affects the property from any statutory authority, or from anyone claiming to exercise a statutory right over the property, you will:
 - send us a copy of the notice within seven days of receiving it;
 - comply with the terms of the notice if it is valid; and
 - make any reasonable representations about the notice which we ask you to make;
- (i) you must not change the use of the property without first getting our written consent (see condition 22 or, where Part 2 of these conditions applies, condition 36);
- (i) you will ensure that nothing is done which may: -
 - make it more difficult or expensive to insure the property;
 - damage the structure or adversely affect the condition of the property;
 - reduce the value of the property; or
 - make the mortgage, or our charge over the additional security, less valuable to us;
- (k) if you acquire a new or increased interest in the property (e.g. an extended lease or the freehold of the property, or an interest in the freehold of any building which includes the property) you will:

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- deliver the title deeds for the new or increased interest to us within one month from the completion of the acquisition; and
- (if asked) grant us a mortgage of the new or increased interest: the mortgage must be in a form approved by us and will be completed at your expense;⁴⁵
- (l) if following the completion date, you are sent any of the title deeds to the property, you will:
 - store them in a safe and secure place; and
 - send them to us by first class post within seven days of any written request for them;⁴⁶ and
- (m) if the property is in Northern Ireland and the mortgage by its terms creates a lease in our favour as our security for the mortgage debt, you agree:
 - to hold any interest that exists by virtue of, or that arises at the end of or as a result of creating that lease, in trust for us; and
 - to transfer that interest to anyone that we direct.

If you fail to co-operate we may remove you from this trust and appoint another person in your place.⁴⁷

21.2 If you hold the property under a lease, you agree to the following:

- (a) you will comply with all the tenant's obligations under the lease;
- (b) you will do all you can to make sure that the landlord and any other party to the lease (e.g. a management company) comply with their obligations under it; and
- (c) you will send us within a reasonable time a copy of any notice you give:
 - to extend the lease;
 - to acquire the freehold of the property; or
 - to acquire an interest in the freehold of any building which includes the property.

⁴⁵ For example, if your property is leasehold, and you extend your lease from 99 years to 999 years, you must send us the title deeds to the extended lease within one month, and we can ask you to grant us a mortgage over the extended lease.

⁴⁶ The title deeds to the property include any documents which relate to your ownership or occupation of the property and are sent to you by the conveyancer following the completion of your mortgage. They will consist of such documents as a lease, licence for alterations, planning consent, builder's guarantee for works carried out, etc. If you are not sure whether or not a document is one which you should treat as forming part of your title deeds then please ask your conveyancer.

⁴⁷ This condition only applies if the property is in Northern Ireland. If a mortgage is created over unregistered land in Northern Ireland, the mortgage operates as a lease. This condition says that you will hold any interest that you continue to hold on trust for us. In the event of a sale of the property, we will need to cancel your interest and the lease and this condition requires your co-operation with what we may do.

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22 Our consent where the property is unlet

- 22.1 This condition applies if you ask us for our consent under condition 8.2, 20.2, 20.3 or 21.1(i).
- 22.2 We will only refuse our consent if it is reasonable to refuse it.
- 22.3 (a) If we give our consent to the property being let or used for the purposes of a business, we may impose conditions on our consent.
- (b) If we give our consent to the property being let, any conditions we impose on our consent under subparagraph (a) above will be designed to ensure that, from then on, the terms which apply to the money you owe us will be similar to the terms we are then applying to new loans secured on land which is let.
- (c) If we give our consent to the property being used for the purposes of a business, any conditions we impose on our consent under subparagraph (a) above will be designed to ensure that, from then on, the terms which apply to the money you owe us will be similar to the terms we are then applying to new loans secured on land which is used for the purposes of a business.
- 22.4 We may impose other conditions on our consent if it is reasonable to impose conditions and the conditions are reasonable.
- 22.5 You agree to comply with any conditions we impose under condition 22.3 or 22.4.
- 22.6 If and so long as Part 2 of these conditions applies, condition 36 will apply in place of this condition.

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Our powers

23 Default, breaches and other matters

- 23.1 For the purposes of our statutory power of sale, the money you owe us is to be treated as due one month after the completion date.⁴⁸
- 23.2 We may give you notice requiring you to pay us the money you owe us immediately:
- (a) if you are more than two months late in making any payment under the mortgage;
 - (b) if you break any obligation (other than for the payment of money) which is contained in the mortgage or in any other agreement you have with us and either:
 - you fail to remedy the breach within 14 days after we give you notice to remedy it; or
 - we reasonably think that the breach creates a new or increased risk that we would suffer loss if we were to realise our security;⁴⁹
 - (c) if a petition is presented to the court for a bankruptcy order (or a sequestration order) to be made against you;⁵⁰
 - (d) if you enter into a voluntary arrangement, or make a proposal to do so;⁵¹

⁴⁸ We have power to sell the property under the following statutory provisions:

- if the property is in England or Wales, our power of sale is conferred by section 101(1)(f) of the Law of Property Act 1925;
- if the property is in Northern Ireland, a similar power is conferred by section 19(1)(f) of the Conveyancing and Law of Property Act 1881; and
- if the property is in Scotland, a similar power is conferred by section 24 of the Conveyancing and Feudal Reform (Scotland) Act 1970, and the Redemption of Standard Securities (Scotland) Act 1971 (as amended), both as amended by the Mortgage Rights (Scotland) Act 2001.

The effect of condition 23.1 is that our statutory power to sell the property under each of these statutes will arise as soon as one month has passed since the completion date. This would enable us to pass a good title to the property to anyone who buys it from us after the first month. As between you and us, however, we cannot exercise the power of sale until the money you owe us has become immediately payable under condition 23.2 (e.g. because you have failed to make a monthly payment when it was due): see condition 23.3. For properties in Scotland, we will also treat the money you owe us as due one month after the completion date (rather than immediately due as we are legally entitled to under the law applying to properties in Scotland).

⁴⁹ The term 'security' is explained in note 2, above.

⁵⁰ A 'bankruptcy order' is a court order which allows your property to be sold and distributed to your creditors if you cannot pay your debts. In Scotland, it is known as a 'sequestration order'.

⁵¹ A 'voluntary arrangement' is an arrangement you make with your creditors under which they agree to accept late payment, or part payment, of your debts. The arrangement is supervised by a person known as an insolvency practitioner.

- (e) if someone appoints a receiver of any of your property (this does not apply in Scotland);⁵²
- (f) if someone levies distress on any of your goods (this only applies in England and Wales);⁵³
- (g) if any execution, diligence or similar process is issued or enforced against any part of your assets or income;⁵⁴
- (h) if another mortgagee:⁵⁵
 - takes possession of the property;
 - appoints a receiver;⁵⁶ or
 - exercises, or tries to exercise, a power of sale over the property;
- (i) if:
 - the property is in England, Wales or Northern Ireland;
 - you hold the property under a lease; and
 - your landlord gives you a statutory notice specifying a breach of any covenant or condition in the lease and, if the notice requires you to remedy the breach, you fail to remedy it within a reasonable time;⁵⁷
- (j) if:
 - the property is in Scotland;
 - you hold the property under a lease; and
 - your landlord gives you a notice of his intention to terminate the lease and, if the notice requires you to remedy the breach of any covenant or

⁵² A 'receiver' is a person appointed by a creditor to collect the income (such as rent) from property which you have mortgaged to the creditor. In Scotland, there is no concept of appointing a receiver for individuals so that conditions 23.2(e) and 40 do not apply in Scotland.

⁵³ If you are a tenant of property in England and Wales, 'distress' is a remedy which allows your landlord to take your goods and sell them to recover unpaid rent.

⁵⁴ 'Execution' is a process for enforcing a court order against you. It involves selling your goods, or taking part of your income, to raise the money you must pay under the order. This process is known as 'diligence' in Scotland.

⁵⁵ A 'mortgagee' is a person who lends you money under a mortgage (you are the 'mortgagor'). In Scotland, such a person is known as a 'heritable creditor'.

⁵⁶ See note 52, above.

⁵⁷ If your property is a leasehold property in England and Wales or Northern Ireland and you break the terms of the lease (otherwise than by failing to pay the rent), your landlord may give you a statutory notice specifying the breach and telling you to put it right (if this is possible). In England and Wales, the landlord's notice will be given under section 146 of the Law of Property Act 1925; in Northern Ireland, it will be given under section 14 of the Conveyancing and Law of Property Act 1881.) If you do not comply with the notice, the landlord may be entitled to forfeit the lease (i.e. bring it to an end by taking possession of the property).

condition in the lease, you fail to remedy the breach within a reasonable time;⁵⁸

- (k) if the property is compulsorily purchased or requisitioned;
- (l) if any of the following are set aside or found to be ineffective, or only partly effective:
 - the mortgage deed;
 - our charge over the additional security;
 - any guarantee;
 - any mortgage or other security for a guarantee.

23.3 At any time after the money you owe us has become immediately payable under condition 23.2:

- (a) we may exercise the statutory power of sale and all the other powers conferred on mortgagees by statute (as extended under condition 23.4);⁵⁹ and
- (b) we may take possession of the property.

23.4 The statutory powers mentioned in condition 23.3(a) are extended so as to allow us to do any of the following where it is reasonable:

- (a) carry out repairs or improvements to the property;
- (b) manage the property;
- (c) where you hold the property under a lease:
 - extend or renew the lease;
 - surrender the lease;⁶⁰ or
 - agree with the landlord to change the terms of the lease;

⁵⁸ The statutes mentioned in note 57, above, do not apply in Scotland, but condition 23.2(j) could apply to the irritancy of a lease (that is, bringing the lease to an end) under Scottish law.

⁵⁹ We are the 'mortgagee' under your mortgage: see note 55, above. Our main statutory power is to sell the property to recover the money owing under the mortgage. (This power is conferred by the statutory provisions mentioned in note 48, above). We also have a number of other statutory powers. For example, the statutes which apply if the property is in England, Wales or Northern Ireland give us power to appoint a receiver, i.e. someone to collect any income from the property.

⁶⁰ This provision would enable us to put an end to your lease by giving it up to the landlord.

- (d) grant a lease of the property free from any statutory restrictions;⁶¹
 - (e) where the property is let (i.e. where you are the landlord under a lease of the property):
 - bring the lease to an end;
 - agree with the tenant to change the terms of the lease; and
 - accept a surrender of the lease, free from any applicable statutory restrictions;⁶² or
 - (f) make any application to any land registry responsible for registering ownership of the property (or to the Keeper of the Registers in Scotland) on any matter relating to the property.
- 23.5 This paragraph applies if:
- (a) the property or the additional security is realised (for example, if it is sold by us or by another person with a mortgage over it);
 - (b) we are left with a surplus after paying off the mortgage debt; and
 - (c) you are entitled to the surplus.

If this paragraph applies, we will be treated as having paid you the surplus if the following conditions are satisfied:

- we open an instant access savings account for you at one of our branches;
- we credit the account with the amount of the surplus; and

⁶¹ If we were to take possession of the property, we would have a statutory power to grant leases of the property. Different statutes apply in different parts of the United Kingdom:

- if the property is in England or Wales, our power to grant leases is conferred by section 99 of the Law of Property Act 1925;
- if the property is in Northern Ireland, a similar power is conferred by section 18 of the Conveyancing and Law of Property Act 1881; and
- if the property is in Scotland, a similar power is conferred by paragraph 10(4) of Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970.

Condition 23.4(d) excludes any restrictions which apply to these powers so that we can grant leases on terms which are more likely to be attractive to tenants.

⁶² If we were to take possession of the property at a time when it is let, we would have power to accept a 'surrender' of the lease, i.e. to allow the tenant to give up the lease. If the property is in England or Wales the power is conferred by section 100 of the Law of Property Act 1925; if it is in Northern Ireland, the power is conferred by section 3 of the Conveyancing Act 1911. However, these powers would only allow us to accept a surrender of the lease with a view to letting the property under a new lease. The statutes provide that the power to accept surrenders can be widened by agreement. Condition 23.4(e) takes advantage of this by excluding the statutory restrictions on the power. This means that we could accept the surrender of the lease even though we did not intend to grant a new one. The statutes mentioned in this note do not apply in Scotland. However, if the property is in Scotland, we may accept a surrender of the lease if we exercise our rights under Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and these conditions.

- if we know where we can contact you, we give you written notice that we have opened the account, and send you a passbook or other authority to take money out of the account.

24 Your furniture and goods

If we take possession of the property we may, as your agent and at your expense, remove, store, sell, dispose of or otherwise deal with any furniture, goods or animals which you have not removed from the property. We will not be responsible for any loss or damage caused by our doing this unless we fail to take reasonable care.

25 Our right to inspect and do works while the property is unlet

We may enter the property at any reasonable time (or at any time in an emergency):

- 25.1 to inspect the property; or
 - 25.2 to do any work which is needed to put right any failure by you to comply with these conditions.
- If and so long as Part 2 of these conditions applies, condition 39.2 will apply in place of this condition.

Property insurance

26 At any time when Part 2 of these Conditions applies, condition 41 will apply instead of this condition.

Insurance by you

- 26.1 (a) You may insure the property through our insurance arrangements (where they are available).
- (b) If you do not insure the property under subparagraph (a) above, you must insure the property with a reputable insurance company of your choice, in which case the following terms will apply:
 - The property must be insured for at least the amount recommended in the mortgage valuation report.
 - You must make sure that the amount of the insurance is kept at or above current rebuilding cost.
 - The insurance must be under a comprehensive policy.
 - You must pay the premiums on time.

– Any excess specified in the policy must be reasonable.⁶³

– The policy must be in force no later than the completion date. (It is not necessary for us to be a party to the policy or to have our interest noted on it.)

– You must supply us with a copy of the policy on request.

– You must tell us immediately if you make a claim on the policy of more than £10,000.

(c) We may change the terms set out in subparagraph (b), above, at any time by giving you not less than 30 days' notice in writing. We will only do this if it is reasonable to make the change:

– to ensure that the amount of the insurance and the risks covered by the policy are adequate to provide proper protection for the property; or

– to reflect a general change in the terms on which household insurance is available in the United Kingdom.

(d) If you insure the property with an insurance company of your choice, but you do not keep to the terms set out in subparagraph (b) above and to any changed terms which apply under subparagraph (c) above, we may give you notice requiring you to cancel the insurance and to insure the property through our insurance arrangements under subparagraph (a) above (where they are available).

Insurance by us

26.2 If you do not insure the property under condition 26.1 or do not keep to the terms which apply to the insurance, we may insure the property or our interest in it on the following terms:

(a) the insurance will be at your expense and we will treat the premium as an item of costs which we may debit to your mortgage account under condition 8.10(a);

(b) the insurance may be for any amount up to the current rebuilding cost;

(c) we will decide the risks to be covered; and

(d) we will choose the insurer and the names in which the insurance is taken out.

⁶³ An 'excess' is the amount of any claim under the policy which you would have to meet yourself. As a guide, we consider that an excess of £1,000 for any claim for subsidence, landslip or ground heave would be reasonable. This figure is likely to change over the duration of the mortgage.

Insurance by another person

26.3 If the property is held under a lease or title⁶⁴ which requires the property to be insured by a third party (e.g. the landlord), this paragraph will apply instead of condition 26.1 or 26.2. Where this paragraph applies, you must do your best to ensure that:

(a) the property is kept insured with a reputable insurance company;

(b) the insurance is under a comprehensive policy, which includes any particular risks which we think need to be covered to provide proper protection for the property; and

(c) the amount insured for the property (or the building of which the property forms part) is not less than the current rebuilding cost of the property (or the building of which the property forms part).

General provisions about insurance

26.4 If we ask, you must produce any information which we need to make sure that you are complying with condition 26.1 or 26.3 (where they apply).

26.5 You must ensure that:

(a) any material facts concerning the insurance are disclosed to the insurer when the insurance is taken out;

(b) any events which occur, or facts which you discover, after the insurance is taken out are immediately disclosed to the insurer if they are material to the insurance.⁶⁵

26.6 Where the property is insured under a policy to which condition 26.1 or 26.3 applies, we may pay an extra premium at your expense:

(a) to increase the amount of the insurance to any amount up to the current rebuilding cost; or

(b) to cover any additional risks which we think need to be covered to provide proper protection for the property.

26.7 You must hand over the following to us on request:

(a) any insurance policy which concerns the property;

(b) all relevant endorsements on the policy; and

(c) receipts for the premiums paid under the policy.

⁶⁴ In Scotland and in Northern Ireland, the property (even if not held under a lease) may be held under a title which requires it to be insured by a third party.

⁶⁵ Condition 26.5(b) means that you would have to tell the insurer if, for example, you let the property after the insurance is taken out.

26.8 If money becomes payable under a policy to which condition 26.1 or 26.2 applies, then you must use the money in promptly reinstating the property if either:

- the insurer requires the money to be used to reinstate it; or
 - we give you written notice requiring you to reinstate it (which we will only do if we reasonably decide that it would be practicable to use the money for this purpose).
- In any other case, the money must be used to pay off or reduce the mortgage debt.

26.9 If money becomes payable under a policy to which condition 26.3 applies then you must make every effort to ensure that the money is applied as quickly as possible in the reinstatement of the property (or the building of which the property forms part).

26.10 We may keep any commission or other benefit which we or an associated company receive in connection with the insurance of the property.

General

27 Costs

27.1 In these conditions, 'costs' means all costs and expenses incurred by us or an associated company in connection with the mortgage. Those costs include (but are not limited to):

- (a) all costs and expenses which we or an associated company must pay to any other person in connection with any of the items listed in condition 27.2 and (while Part 2 of these conditions applies) any of the additional items listed in condition 42; and
- (b) all administration costs incurred by us or by an associated company in doing any work in connection with any of the items listed in condition 27.2 and (while Part 2 of these conditions applies) any of the additional items listed in condition 42.

We may recover the administration costs mentioned in subparagraph (b), above, by charging you a fee which we reasonably estimate to represent the cost to us, or to the associated company, of doing the work in question. Accordingly, we may change the amount of any fee we charge to reflect changes in the amount which we reasonably estimate to represent the cost to us, or to the associated company, of doing the work in question. Most of the administration fees we charge are set out in our standard tariff of charges. You can obtain a copy of our tariff at any time on request. We will also send you a copy at least once a year if there have been any changes to it.

27.2 The items mentioned in condition 27.1 are:

- (a) valuing the property and getting advice on the title to it;
- (b) negotiating, preparing, completing and registering the mortgage;
- (c) creating, protecting, preserving or enforcing our security;⁶⁶
- (d) recovering any of the money you owe us;
- (e) bringing or defending any legal proceedings (whether or not you are a party to the proceedings);
- (f) meeting or defending any claim made against us as a result of any failure by you to comply with your obligations under the mortgage;
- (g) making any additional loan under this mortgage;
- (h) storing and producing any title deeds to the property;
- (i) keeping and producing any records concerning the mortgage account;
- (j) giving or refusing any consent which you ask us to give under these conditions;
- (k) exercising any of our powers and remedies under these conditions;
- (l) putting right any failure of yours to comply with your obligations under the mortgage;
- (m) discharging the mortgage; and
- (n) taking out or keeping up any insurance policy under these conditions, or increasing the cover provided by the policy.

27.3 You must pay us all costs in full, unless you can show that:

- (a) the costs were incurred unreasonably; or
- (b) the amount of the costs is unreasonable.

27.4 Costs are payable on demand, as provided in condition 8.10(b).

27.5 Any costs we incur in connection with the mortgage will be added to the capital under condition 12.1(b).

27.6 We may treat any costs you pay us under this condition as payment for a supply made by us to you for the purposes of Value Added Tax.

28 Further assistance from you

You agree to execute any document and do anything else which we reasonably think is needed:

⁶⁶ The term 'security' is explained in note 2, above.

28.1 for any of the purposes listed in condition 29.2; or

28.2 to assist us in exercising any of our powers under the mortgage.

29 Our rights to act on your behalf

29.1 You appoint us and (as a separate appointment) any receiver we appoint to be your attorney⁶⁷ and to do the following things in your name and on your behalf:

- (a) execute any document which you must execute under these conditions or which is needed for any of the purposes listed in condition 29.2;
- (b) do any other thing which you must do under these conditions or which is needed:
 - for any of the purposes listed in condition 29.2; or
 - if and so long as Part 2 of these conditions applies, any of the additional purposes listed in condition 43; and
- (c) if the property is in Northern Ireland and the mortgage by its terms creates a lease in our favour,⁶⁸ execute any document required to transfer the interest (if any) that remains vested in you to anyone to whom we may transfer our interest in the property and merge that interest in the property.

You cannot revoke the power of attorney in this paragraph until the mortgage debt has been paid off in full.

29.2 The purposes mentioned in conditions 28.1 and 29.1(a) and (b) are:

- (a) to make good or preserve your title to the property or our title to the mortgage;
- (b) to make good or preserve our charge over the additional security;
- (c) to enable any of our rights and powers under the mortgage to be effectively exercised;
- (d) to make sure that any money which is paid under the additional security is paid to us;
- (e) to allow the following to be transferred to a purchaser:
 - the property;
 - the additional security; or
 - any interest in either of them;

⁶⁷ By appointing us your 'attorney', you give us authority to take the steps described in condition 29 in your name. If we appoint a receiver (see note 52, above), the receiver will also have power to take these steps in your name.

⁶⁸ See note 47, above.

- (f) to allow the following, or any interest in them, to be transferred to a purchaser:
 - the mortgage;
 - our charge over the additional security; and
 - any guarantee;

- (g) to bring or defend any legal proceedings which we reasonably think are needed for any of the above purposes.

30 Our rights concerning other money

30.1 The mortgage deed secures:

- (a) the money you owe us; and
- (b) the money which you (or any one or more of you) owe us under any other agreement which expressly states that it is to be secured by the mortgage deed.⁶⁹

If and so long Part 2 of these conditions applies, the mortgage deed also secures any further money you owe us under any agreement or guarantee mentioned in condition 34.1.

30.2 Until you have repaid all the money mentioned in condition 30.1, we will not release any property which we hold as security for any other money we have lent you, or any one or more of you. (This does not apply to any money we have lent you under a regulated agreement nor to any property provided as security under that agreement.)⁷⁰

⁶⁹ Condition 30.1 identifies the debts for which the mortgage deed (or in Scotland, the standard security) will be security (see note 2, above). As well as securing all the money you owe us under these conditions, the mortgage deed will secure the money owing under any other agreement which expressly states that it is to be secured by the mortgage deed. Where you are joint borrowers, this could include money which only one of you owes under another agreement (so, for example, if A and B are the borrowers named in the mortgage deed, the deed will also secure money owing by A alone under an agreement which says that it is to be secured by the deed).

Where the mortgage deed also secures money owing under another agreement:

- we will not be obliged to discharge the mortgage deed until the money owing under the other agreement has been paid off; and
- if you do not pay off the money owing under the other agreement, we may be entitled to take possession of your property, and sell it to recover the money you owe.

Please note that, if and so long as Part 2 of these conditions applies, the mortgage deed will also secure any money which you (or any one of you) owe us under an agreement or guarantee mentioned in condition 34.1. Condition 34.1 covers (a) agreements between you (or any of you) and us which expressly state that they are to be secured by a mortgage (not necessarily the same mortgage deed that secures the money you owe us) and (b) any guarantees which you (or any of you) have given us.

⁷⁰ Condition 30.2 applies in cases where, in addition to the money you have borrowed under these conditions, you (or any of you, where you are joint borrowers) have borrowed money from us under another mortgage. The effect of condition 30.2 is that we will not normally be obliged to discharge the other mortgage until you have paid back the money you owe us under these conditions. If, however, the other mortgage secures money which you (or any of you) owe us under a 'regulated agreement', condition 30.2 will not apply: this means that we cannot refuse to discharge the other mortgage on the ground that you still owe us money under these conditions.

30.3 If the property is in England or Wales, the mortgage excludes section 93 of the Law of Property Act 1925, if the property is in Northern Ireland, the mortgage excludes section 17 of the Conveyancing and Law of Property Act 1881.⁷¹

31 Continuing security

The mortgage is a continuing security. This means that:

31.1 the mortgage will remain in force if you die, or become bankrupt or mentally incapable; and

31.2 if the mortgage secures an overdraft, the mortgage will not be discharged merely because the account goes into credit.

32 Transfer by us

32.1 You agree that we may transfer, or agree to transfer, the following to any person at any time:

- (a) some or all of our rights or obligations under the mortgage; and
- (b) some or all of the rights or obligations we have under our charge over the additional security.

32.2 If we transfer any of our rights under condition 32.1, the transferee will be able to enforce the transferred rights against you in the same way that we could enforce them before the transfer.

32.3 If we transfer our right to change the standard variable rate, the transferee will be entitled to change the standard variable rate not only for the reasons set out in condition 10.2, but also to ensure that the transferee is able to meet any of its obligations to third parties.

32.4 If we transfer any of our obligations under condition 32.1:

- (a) you will be able to enforce the transferred obligations against the transferee in the same way that you could enforce them against us before the transfer; and
- (b) we will be released from any further liability to perform the transferred obligations.

⁷¹ The effect of the statutory provisions mentioned in condition 30.3 is that, where someone has created separate mortgages over different properties, he or she can get one of the mortgages discharged by paying off the money owing on that mortgage alone (i.e. without paying off the money owing under any of the other mortgages). These statutory provisions can, however, be excluded by agreement. They have been excluded here so that we may rely on the increased protection given to us by conditions 30.1 and 30.2. Neither of the statutes mentioned in condition 30.3 applies if the property is in Scotland.

32.5 We will only transfer our rights or obligations under condition 32.1 if:

- (a) the transferee agrees to exercise the transferred rights or perform the transferred obligations in accordance with a statement of policy which we approve before the transfer; and
 - (b) we reasonably think that the policy described in the statement is no less favourable to you than the policy we were following before the transfer.
- If our policy changes after the transfer, we may (at the transferee's request) approve a change to the statement of policy so as to allow the transferee to exercise the transferred rights or perform the transferred obligations in accordance with our changed policy.

32.6 Our powers to transfer our rights or obligations are in addition to those existing from time to time under general law.

33 Notices

33.1 We may give you notice under these conditions:

- (a) by delivering the notice to you at the property;
- (b) by sending the notice to you by first-class post or second-class post at the property (in which case, the notice is to be treated as given on the day when it would arrive in the normal course of post); or
- (c) (if you have agreed that we give you notices under these conditions by e-mail) by sending the notice to you at the last e-mail address you have notified to us.

33.2 A notice given under condition 10.3 (that is to say, a notice of a change in the standard variable rate under condition 10.2), may be given either in accordance with condition 33.1 or by advertising the notice in at least three national newspapers chosen by us and in our branches.⁷² A notice given by advertisement under this paragraph is to be treated as given on the first day on which it has both:

- appeared in each of the newspapers we have chosen; and
- been advertised in our branches.

A notice will still be valid even if, by mistake, we fail to display it at some of our branches.

33.3 Any notice we give you will come into effect on the date stated in it. If no date is stated, it will come into effect on the day it is given.

33.4 We may cancel any notice at any time before it comes into effect by giving you notice under condition 33.1.

⁷² The option of advertising a change in the standard variable rate under this paragraph applies whenever we are giving notice of the change under condition 10.3 (that is to say, where we are changing the rate for one of the reasons set out in condition 10.2). It does not apply where we are changing the rate under condition 10.4.

Part 2⁷³

34 Paying or discharging other money or liabilities you owe us

34.1 You agree that, as well as repaying the money you owe us, you will pay us any money which is due for payment under:

- (a) any agreement between you and us (other than a regulated agreement) which expressly states that it is to be secured (whether by the mortgage deed or by any other mortgage which you have given us);
- (b) any guarantee which you have given us.

34.2 If we give you notice under condition 37.1 requiring you to pay the mortgage debt immediately, then:

- (a) where your liability under an agreement or guarantee mentioned in condition 34.1 is absolute, you must immediately pay us the amount you owe under that agreement or guarantee;
- (b) where your liability under an agreement or guarantee mentioned in condition 34.1 is contingent, you must pay us an amount of cash which we reasonably judge to be necessary to make adequate provision for the discharge of the contingent liability in the event that it becomes an actual liability.

35 Additional responsibilities concerning the property

35.1 You agree to the following:

- (a) you will comply with all the landlord's obligations under the lease;
- (b) you will do all you can to make sure that the tenant and any other party to the lease (e.g. a management company) comply with their obligations under it;
- (c) you will send us within a reasonable time a copy of any notice you receive from anyone who wishes to:
 - extend the lease;
 - acquire the freehold of the property; or
 - acquire an interest in the freehold of any building which includes the property, or in the freehold of any building which is included in the property;
- (d) you will not enter into any agreement (including an agreement for the

⁷³ Condition 1 explains when the conditions in Part 2 apply. Please note that, once the conditions in Part 2 have become applicable, they will continue to apply unless the requirements of condition 1.4 have been met (these include a requirement for you to give us written notice that no part of the property is let and that you do not intend to re-let the property or any part of it).

making of a consent order by the court) for any of the purposes mentioned in subparagraph (c) above without first getting our written consent to the terms of the agreement (see condition 36).

- (e) you will make sure that the property is properly protected against:
 - damage or deterioration from the weather;
 - vandalism and malicious damage;
- (f) you will keep the heating, lighting, water and sewerage systems at the property in good working order;
- (g) you must not alter the property or carry out any building works unless you have first:
 - got our written consent (see condition 36);
 - obtained any planning, building or other consents which may be necessary; and
 - shown us satisfactory evidence that you have got those consents;
- (h) you must make sure that any building works at the property are completed on time and in accordance with:
 - any conditions which we impose when giving our consent under subparagraph (g) above; and
 - any conditions which are attached to any planning, building or other consents required under subparagraph (g) above;
 - any requirements which apply under the general law;
- (i) if you receive any compensation as a result of any notice referred to in condition 21.1(h):
 - you will pay the compensation to us;
 - we will use the compensation to reduce or pay off the mortgage debt; and
 - you will hold the compensation on trust for us until it is paid to us;
- (j) if asked, you will supply us with the following:
 - details of any persons who are using or occupying the property from time to time;
 - information about the basis on which they are entitled to use or occupy the property;
 - certified copies of any documents under which they claim to be entitled to use or occupy the property; and

- any other information or documents which we require concerning the property, or the way it is used, or any building works being carried on there.

35.2 You must not do any of the following without first getting our written consent (see condition 36):

- (a) create or allow to exist any mortgage or charge over the property or the additional security (apart from the one created by this mortgage);
- (b) grant a new or extended lease of the property (except where the tenant has a statutory or other right to be granted a new or extended lease);
- (c) agree to any change in the terms of the lease;
- (d) forfeit the lease;
- (e) agree to any restrictive covenants or obligations being imposed on the property; or
- (f) apply for an improvement grant or other similar grant for the property.

35.3 You will take the following steps under the lease unless in any particular case you get our written consent that you do not need to do so (see condition 36):

- (a) A reasonable time before any opportunity arises for a review of the rent payable under the lease, you will get written advice from a qualified valuer who is a member of the Royal Institution of Chartered Surveyors ('the valuer') whether the market rent at the date of the review is likely to be higher than the rent currently payable under the lease.
- (b) You will provide us with a copy of the valuer's advice.
- (c) If the valuer advises that the market rent at the date of the review is likely to be higher than the current rent, you will promptly take all steps which it is open to you to take under the lease to ensure that the review takes place and leads to the maximum increase in the rent which can reasonably be achieved.
- (d) You will notify us promptly of the result of the review.

36 Our consent where the property is let

36.1 If and so long as Part 2 of these conditions applies, this condition will apply in place of condition 22 if you ask for our consent under any of the following:

- condition 8.2;
- condition 20.2;
- condition 20.3;
- condition 21.1(i);
- condition 35.1(d) or (g);

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- condition 35.2; or
- condition 35.3.

36.2 Where this condition applies:

- (a) We may give or refuse our consent at our discretion.
- (b) We may impose conditions on any consent we give.
- (c) You agree to comply with any conditions we impose under subparagraph (b) above.
- (d) We may take professional advice before deciding whether or not to give our consent and, if so, on what conditions.

37 Further provisions about default, breaches and other matters

37.1 We may give you notice requiring you to pay us the mortgage debt immediately:

- (a) if you are more than seven days late in making any payment under the mortgage;
- (b) if you break any of your obligations (other than for the payment of money) under the mortgage;
- (c) in any of the events mentioned in condition 23.2 (c) to (f);
- (d) if any of the things mentioned in condition 23.1(c) to (g) happens to a person who has given us a guarantee;
- (e) if any of the things mentioned in condition 23.1(h) to (k) happens to a property which has been mortgaged to us as security for a guarantee

37.2 The statutory powers mentioned in condition 23.3(a) are further extended so as to allow us to do any of the following where it is reasonable:

- (a) sell the property or any interest in it for a price payable (with or without interest) at a later date or by instalments;
- (b) carry out or complete any building works on the property and apply for planning permission and any other necessary consents;
- (c) raise money on the security of the property;
- (d) provide any services or facilities for any tenant to whom the property is let;
- (e) appoint any person to do any of the things mentioned in condition 23.4 or in subparagraphs (a) to (d) above.

37.3 We will use any money we receive through exercising our powers under this condition, or under condition 23 or 34, to pay off the mortgage debt. We may choose the order in which we pay off the mortgage debt. We will pay any surplus to any person who has a subsequent mortgage, or otherwise to you.

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37.4 If we take possession of the property, we may give up possession at any time on giving you notice in writing.

37.5 If we appoint a receiver, we may remove the receiver at any time on giving you notice in writing.

37.6 If any person takes any steps to enforce a mortgage over the property which has priority to our mortgage:

- (a) we may pay off the prior mortgage or arrange for it to be transferred to us;
- (b) we may agree the amount owing under the prior mortgage with the person entitled to it; provided we act reasonably and in good faith, you will be bound by the figure we agree;

(c) we may add the following sums to the mortgage debt:

- the amount we pay to the person entitled to the prior mortgage to get it discharged or transferred to us;
- the costs and expenses we incur in connection with the discharge or transfer of the prior mortgage.

(d) you must pay us the sums mentioned in subparagraph (c) above on written demand from us to you.

38 Further provisions about your furniture and goods

We will not be responsible for any loss of rent which results from the exercise of our rights under condition 24.

39 Our right to remedy breaches of your obligations

39.1 If at any time you have failed to comply with your obligations under the mortgage, we may take any steps which we consider necessary to remedy the failure.

39.2 If and so long as Part 2 of these conditions applies, the following terms will apply in place of condition 25:

- (a) At any reasonable time (or at any time in an emergency), we or our agents or workmen may enter the property or any adjoining or neighbouring property belonging to you (or over which you have a right of entry):
 - to inspect the property; or
 - to carry out any work which is needed to put right any failure of yours to comply with your obligations under the mortgage.

(b) Entering the property under this paragraph will not mean that we have assumed the legal responsibilities of a mortgagee in possession.

39.3 You will provide us with any information and assistance which we need to exercise our rights under this paragraph.

Appointment of a receiver

This condition does not apply if the property is in Scotland.

If the mortgage debt has become immediately payable under condition 37.1, or if requested by you, we may appoint any person or persons (including one of our officers) to be a receiver of the property. The appointment may be made by deed executed under our common seal or in writing signed by one of our directors or managers.

If we appoint more than one person to be a receiver, we may authorise any of them to exercise their powers independently of the others.

Any receiver we appoint will be your agent. You will be solely responsible for:

- (a) the receiver's acts and defaults;
- (b) indemnifying the receiver against any costs or liabilities which he incurs in the course of his appointment; and
- (c) paying the receiver's remuneration.

The receiver will have the following powers:

- (a) all the powers conferred on a receiver by the Law of Property Act 1925; and
- (b) all the other powers (except for the power to appoint a receiver) which we may exercise under these conditions, with the benefit of the extensions to the statutory powers set out in conditions 23.4 and 37.2.

Where a receiver is appointed at your request, the receiver may exercise the powers mentioned in condition 40.5 even though we have not demanded immediate payment of the mortgage debt (and so could not exercise those powers ourselves).

The receiver will not be authorised to exercise any power mentioned in condition 40.5 if and so long as we have excluded that power in writing (whether at the time of the receiver's appointment or subsequently).

We may from time to time:

- (a) fix the receiver's remuneration; and
- (b) remove the receiver and appoint another in his place.

The receiver will apply the money he receives in the following order:

- (a) in meeting any claims which have priority to the mortgage;
- (b) in paying the costs connected with the receiver's appointment or the exercise of his powers and in meeting any outgoings on the property which he pays;
- (c) in paying the receiver's remuneration at the rates which we set from time to time; and

(d) in reducing or paying off the mortgage debt.

The receiver will pay any surplus to you or to any other person entitled to it.

40.10 The receiver will not be bound to use the money he receives to pay off interest before capital, or otherwise to pay off the mortgage debt in any particular order.

40.11 At our request, the receiver may set aside funds out of the money he receives to make provision for the discharge of any contingent liability which is secured by the mortgage.

41 Property insurance while the property is let

If and so long as Part 2 of these conditions applies, this condition will apply in place of condition 26.

Insurance by you

41.1 The property must be kept insured at all times in accordance with the following terms:

- (a) the insurance must provide cover against the standard risks and any particular risks which we specify in writing;
- (b) the insurance must be with a reputable insurer;
- (c) the amount for which the property is insured must never be less than the current rebuilding cost;
- (d) you must ensure that our interest is noted on the insurance policy or (if we require) that the policy is in the joint names of you and us;
- (e) any excess specified in the policy must be reasonable;
- (f) the policy must be in force no later than the completion date;
- (g) you must make sure that the premiums and any other sums needed to keep the policy in force are paid within seven days of their becoming due;
- (h) if asked, you must show us:
 - the policy;
 - all relevant endorsements on the policy; and
 - the receipts for any premiums or other sums which you have paid under the policy;
- (i) you must comply with the terms of the policy at all times.

41.2 We may change the terms set out in condition 41.1 at any time by giving you not less than 30 days' notice in writing. We will only do this if it is reasonable to make the change:

- (a) to ensure that the amount of the insurance and the risks covered by the policy are adequate to provide proper protection for the property; or
- (b) to reflect a general change in the terms on which insurance for tenanted property is available in the United Kingdom.

Insurance by us

41.3 If the property is not kept insured in accordance with condition 41.1, we may insure it on the following terms:

- (a) the insurance will be at your expense and we will treat the premium as an item of costs which (if not paid when demanded) we may debit to your mortgage account under condition 8.10(a);
- (b) the insurance may be for any amount up to the current rebuilding cost;
- (c) we will decide the risks to be covered; and
- (d) we will choose the insurer and the names in which the insurance is taken out.

41.4 You must not insure the property at any time when we are insuring it under condition 41.3.

Insurance by another person

41.5 If the property is held under a lease or title which requires the property to be insured by a third party (e.g. the landlord), this paragraph will apply instead of condition 41.1 or conditions 41.3 and 41.4:

- (a) You must make sure that our interest is noted on the insurance policy.
- (b) You must do your best to ensure that:
 - the property is kept insured with a reputable insurer;
 - the insurance provides cover against the standard risks and against any particular risks which we think need to be covered to provide proper protection for the property; and
 - the amount insured for the property (or the building of which it forms part) is not less than the current rebuilding cost of the property (or the building of which it forms part).

General provisions about insurance

41.6 We may ask you to produce any information which we need to make sure that you are complying with condition 41.1 or 41.5 (where they apply).

41.7 You must ensure that:

- (a) any material facts concerning the insurance are disclosed to the insurer when the insurance is taken out;
- (b) any events which occur, or facts which you discover, after the insurance is taken out are immediately disclosed to the insurer if they are material to the insurance.

41.8 If you fail to pay a premium or make any other payment which is due from you under a policy to which condition 41.1 or 41.5 applies, we may make the payment on your behalf and at your expense.

41.9 Where the property is insured under a policy to which condition 41.1 or 41.5 applies, we may pay an extra premium at your expense:

- (a) to increase the amount of the insurance to any amount up to the current rebuilding cost; or
- (b) to cover any additional risks which we think need to be covered to provide proper protection for the property.

41.10 If any money becomes payable under any policy to which condition 41.1, or 41.3 applies, we will decide whether the money is to be used:

- (a) to make good the loss or damage which led to the money being paid; or
- (b) to pay off or reduce the mortgage debt.

41.11 If money becomes payable under a policy to which condition 41.5 applies, then you must make every effort to ensure that the money is applied as quickly as possible in reinstating the property (or the building of which the property forms part).

41.12 This paragraph applies if the property suffers loss or damage but the loss or damage is not covered by insurance because:

- (a) you have failed to comply with your obligations under condition 41.1, 41.4 or 41.5; or
- (b) as a result of any act or omission by you or your employees or agents, any policy to which condition 41.1, 41.3 or 41.5 applies has become void or been set aside or the insurer has refused to pay out money under it.

If this paragraph applies, we may give you written notice requiring you to make good the loss or damage immediately and at your own cost.

42 Further examples of our costs

42.1 The additional items mentioned in condition 27.1 (which apply if and so long as Part 2 of these conditions applies) are set out in condition 42.2.

42.2 Those items are:

- (a) maintaining any insurance under condition 41;
- (b) exercising our rights under condition 39.2;
- (c) appointing a receiver;
- (d) remunerating the receiver and indemnifying him against any costs and liabilities he incurs (to the extent that you do not do so under condition 40.4);
- (e) recovering any part of the mortgage debt in addition to the money you owe us;
- (f) supplying you with any other service under the mortgage.

43 Further rights to act on your behalf

The additional purposes mentioned in condition 29.1(b) (which apply if and so long as Part 2 of these conditions applies) are the following:

- 43.1 to make sure that any money which becomes payable under any insurance policy which is being maintained under condition 41 is paid to us; and
- 43.2 to bring or defend any legal proceedings which we reasonably think are needed for any of the above purposes.

44 Further provisions about notices

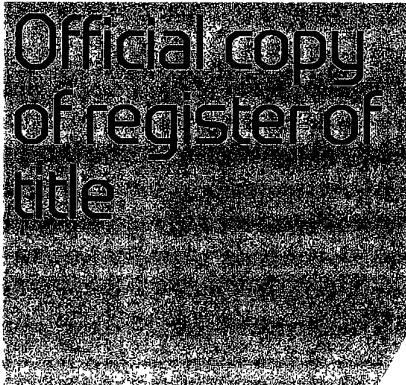
If and so long as any part of the property has been let, then we may give notice under these conditions:

- (a) in any of the ways described in condition 33; or
- (b) by sending the notice to you by first-class post or second-class post at the last correspondence address you have notified to us (in which case, the notice is to be treated as given on the day when it would arrive in the normal course of post).

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

HM Land Registry



Title number AGL169041

Edition date 01 02 2010

- This official copy shows the entries on the register of title on 16 MAY 2022 at 10:49:31.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 May 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

- 1 (13.06.2007) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being [REDACTED]

NOTE: As to the land tinted blue on the title plan only the stairwell leading from the ground floor is included in the title.
As to the land tinted pink on the title plan only the first floor flat is included in the title.

- 2 (13.06.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 27 April 2007
Term : 125 years from 25 September 2006
Parties : (1) [REDACTED]
(2) [REDACTED]

- 3 (13.06.2007) The land has the benefit of the rights granted by but is subject as mentioned in a Conveyance of the freehold estate of the land in this title dated 13 October 1932 made between [REDACTED] in the following terms:-

"TOGETHER with a right of way in common with others at all times and for all purposes over the strips of land coloured yellow on the said plan such strips having a width of ten feet or thereabouts And a right of way in common with others at all times and for all purposes over the carriage way coloured brown on the said plan And together also with a right of way in common with others on foot only over the passageway from Lees Road approximately shown and coloured green on the said plan connecting with the strips of land coloured yellow as aforesaid but so that if the same shall be made into a road or used for any other purpose than a footway the Purchaser and his successors in title shall be entitled to use the same for such purposes as well as for a footway And together also with a right to connect with and use as now connected with and used the sewer running under the adjoining premises but subject to similar rights to use the said sewer where running under the

Title number AGL169041

A: Property Register continued

premises hereby conveyed Subject as to the part of the hereditaments hereby conveyed coloured blue on the said plan being ten feet in width to a right of way for the owners and occupiers of adjoining messuages for all purposes over and along the said part coloured blue".

NOTE: Copy plan filed under AGL37484.

- 4 (13.06.2007) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 5 (13.06.2007) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 6 (13.06.2007) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (13.06.2007) PROPRIETOR: [REDACTED]
- 2 (13.06.2007) The price, other than rents, stated to have been paid on the grant of the lease was £170,000.
- 3 (13.06.2007) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (13.06.2007) REGISTERED CHARGE dated 27 April 2007.
- 2 (01.02.2010) Proprietor: SANTANDER UK PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.

End of register

Mortgage And Loan Operations
Santander
Bridle Road
Bootle
L30 4GB

Tel: 0800 783 9738
Fax: 0845 605 8377
Minicom: 0845 6022239

Date: 15 May 2018

Subject: Conversion to BT256 BTL Fixed until 02 Aug 2020 then FoR, min loan 1K

Mortgage Number: ANMF21161684

Tranche number: 9179910

Dear [REDACTED]

Thank you for choosing to stay with Santander.

Please ensure you and all other parties to the mortgage read this Conversion Offer carefully, as the details set out in the Conversion Offer, including the mortgage conditions, form part of your mortgage contract.

For the conversion to take place, one of the account holders must confirm their Acceptance on behalf of all account holders, after obtaining their consent. As you have elected to proceed on an Execution Only basis without advice, also confirm you accept the Execution Only Conditions.

You will have 14 days to review, download or print this Conversion Offer. However, your Acceptance must be provided before the deadline specified within the email we sent you, this deadline is also confirmed online. Once the deadline has passed, this Conversion Offer will no longer be available to you.

Once we have received your Acceptance, we will progress your product transfer and we will send you an email or text message to confirm the date your loan(s) will be converted onto the new product.

Within the 'Accepting Your New Deal' area of Santander.co.uk you will also find:

- Our mortgage conditions
- Our terms of business

If you have any questions please call us on the number above.

Yours sincerely,

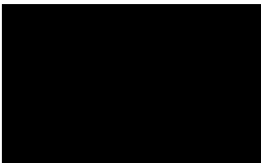
Your home may be repossessed if you do not keep up repayments on your mortgage

Your Conversion Offer

To: 

Account No: ANMF2161684
Date: 15 May 2018
Reference: F65FEBB143CC4B8EBA89A14EE1F7901D

Details of the mortgaged property:

Address: 

This conversion offer is made up of 2 parts:

- Part A - deals with details of the loan;
- Part B – Details of any other conditions that are a term of your mortgage.

All of the parts of this conversion offer, together with the mortgage conditions, will form the terms of your mortgage. It's very important that you read all of the information provided - it'll explain all the changes that will be made to your mortgage.

Part A - Details of the loan

1. About this offer	
The information in this document forms part of your conversion offer.	
2. Which service did we provide you with?	
	We have recommended, having assessed your needs, that you take out this mortgage.
✓	We have not recommended a particular mortgage for you. You must make your own choice whether to accept this mortgage offer.
3. Your mortgage requirements	
This offer is based on the following requirements:	
Mortgage amount:	£140,000.00 No fees have been added to this amount but the fees you need to pay are shown in Section 8.
Type of mortgage :	Interest Only
Term of mortgage :	3 Years 11 Months
Changes to any of the information above could change your conversion offer. If your needs or circumstances change, please ask for a revised offer.	

4. Description of this mortgage

This mortgage is provided by Santander UK plc (the lender).

Where we have made changes to elements of the various parts of your mortgage, this will be indicated by an * in the appropriate column relating to that part of the mortgage. E.g. an * in the repayment method column means that there has been a change to the method of repayment.

Loan Amount	Term of Loan	Repayment Method	Description of the Interest Rate	Initial Interest Rate Payable
£140,000.00	3 Years 11 Months	Interest Only	A fixed rate of 2.59% until 02/08/2020. (BT256) *	2.59%

After 02/08/2020 interest will be charged at Santander's Follow-on Rate - a variable rate which will track at 3.25% above the Bank of England official bank rate (its base rate), currently 0.50%, giving a current rate payable of 3.75% for the remaining term of the mortgage.

Any change to the interest rate following a change to the Bank of England official bank rate will take effect on the 3rd of the month following the date of the change.

All of our variable rates are subject to a minimum interest rate unless otherwise stated. The interest rate charged will not go below 0.0001%.

Further details of how interest is charged (and other conditions applying to your mortgage) are set out in our enclosed Mortgage Conditions booklet.

Please be aware that monthly payments quoted in this offer are approximate, since they are based on your mortgage balance as at today's date and do not take account of any changes that may occur to your mortgage balance between now and the date of conversion (should you go through with the conversion). Such changes include capital or normal monthly payments, added interest and interest rate changes.

5. Overall cost of this mortgage

The overall cost takes into account the payments in Sections 6 and 8 below.

However, it excludes any payments that you may need to make into a separate savings plan, to build up a lump sum to repay the amount borrowed, but assumes that you pay off the amount borrowed as a lump sum at the end of the mortgage.

The total amount you must pay back, including the amount borrowed is:	£157,268.92
This means you pay back:	£1.12 for every £1 borrowed
The overall cost for comparison is:	4.0% APR

The figures in this section will vary following interest rate changes and if you do not keep the mortgage for 3 years and 11 months.

Only use the figures in this section to compare the cost with another interest only mortgage.

6. What you will need to pay each month		Monthly Payments
These payments are based on a loan amount of £140,000.00 and assumes that the conversion will take place on 29/05/2018.		
26 payments at the fixed interest rate of 2.59%.		£302.17
Followed by 21 payments at a variable interest rate currently 3.75%.		£437.50
<p>The monthly payments that you will make will only cover interest on the mortgage and will not repay the capital borrowed.</p> <p>We would remind you of the importance of ensuring that you have suitable arrangements in place to repay the loan at the end of the mortgage term.</p> <p>We would advise you to check regularly the performance of any investment used as a repayment vehicle, to see whether it is likely to be adequate to repay the capital borrowed at the end of the mortgage term.</p> <p>Your regular monthly payment is based on the rate of interest and the payment period, referred to in sections 3 and 4. Your first payment may actually be higher than the regular monthly payments, depending on when the conversion takes place and the interest it's accumulated. Unless you've chosen a fixed rate, you also need to be aware that the interest rate may change before the completion date of your conversion.</p>		
7. Are you comfortable with the risks?		
<p>What if interest rates go up?</p> <p>The interest rate on the loan is fixed until 02/08/2020 and so the monthly payment will not change with interest rate changes until after this date.</p> <p>After 02/08/2020 the monthly payments shown in this illustration could be considerably different if interest rates change. For example, for one percentage point increase in the Bank of England official bank rate, your monthly payment will increase by around £116.67.</p> <p>What if your income goes down?</p> <p>You will still have to pay your mortgage if you lose your job or if illness prevents you from working. Think about whether you could do this.</p> <p>Make sure you can afford your mortgage if your income falls.</p>		
8. What fees must you pay?		Fee amount
<p>So that we can provide the mortgage to you, the following fees are payable by you.</p> <p>Fees payable to Santander:</p> <p>Please note that all fees paid or payable are not refundable.</p> <p>The account fee for the provision and general administration of your mortgage. This fee can be paid on completion or deferred until the end of your mortgage. If you defer the payment, this fee will not increase.</p> <p>Other Fees:</p> <p>You may have to pay other costs and expenses associated with your mortgage. These costs will always be made known to you in advance.</p>		£225.00
9. Insurance		Monthly Payments
<p>Insurance you must take out through Santander</p> <p>You're not required to take out any insurance through Santander.</p>		£ not applicable

10. What happens if you do not want this mortgage any more?**Early Repayment Charges**

Early repayment charge(s) are payable as set out in the table below. The illustration below has used an assumed start date of 29/05/2018.

This table explains which early repayment charge(s) you must pay if the relevant loan part (or where indicated with "All", the whole mortgage) is repaid on or before the stated date. Cash examples of the amount of the early repayment charge

Loan part/ All	Loan Amount	The basis for calculating the early repayment charge	Payable until	The maximum charge you could pay	Cash Examples		
					The account fee can be paid on completion or deferred until the end of your mortgage. The amount we charge will be £225. If you defer the payment, this fee will not increase.		
					Example 1	Example 2	Example 3
1	£140,000.00	The amount repaid or transferred X 3%.	02/08/2020	£4,200.00	£4,200.00 if the whole of the loan amount is paid back and the repayment took place on 28/07/2019.		
Total				£4,200.00 plus a fee which is currently £225.00			

Please refer to your mortgage conditions booklet under 'Early Repayment Charges' for further details of when an early repayment charge is payable.

What happens if you move house?

If you move house you may be able to transfer this mortgage to another property as long as you meet the conditions set out in the mortgage conditions booklet under 'Transferring your loan to a new mortgage'. You must also meet our lending criteria and pass our affordability assessment at that time.

11. What happens if you want to make overpayments?

- You may make lump sum or regular overpayments at any time. Please refer to section 10 for details of any early repayment charges that may apply.
- If there is an early repayment charge referred to in section 10, you may, without having to pay an early repayment charge, make additional capital repayments of up to 10% of the loan for each year. Overpayments in excess of 10% each year will attract an early repayment charge on the amount of the excess.
- If the overpayment is used to reduce the amount you owe then the interest you pay will be recalculated immediately.

12. Additional Features

No additional features are offered as part of this mortgage.

You have 14 days in which to fully review all the information provided. Once you have provided your Acceptance of this Conversion Offer you will not have the right to change your mind and withdraw from the contract.

You can pay back the mortgage in full at any time, subject to any fees shown in section 8 and any early repayment charges in section 10.

Contact Details:

If you'd like to talk to us about this mortgage offer, please write to us at Santander, Mortgage and Loan Operations, Santander, Bridle Road, Bootle, L30 4GB or give us a call on 0800 783 9738. We'll be happy to help.

Your home may be repossessed if you do not keep up repayments on your mortgage.

Part B – Details of any other conditions that are a term of your mortgage

1. We must continue to have a first legal charge over the property.
2. You must make sure that the property is currently insured and continues to be insured for the whole of the mortgage term. If the property is leasehold then the landlord or managing agents will normally deal with this. Either way you should make sure that there is adequate cover in place at all times.
3. By law we must tell you that:
 - Your mortgage is governed by the law in force in the part of the United Kingdom where the property is situated. Therefore, if the property is in England or Wales, the law of England & Wales applies; if the property is in Scotland, the law of Scotland applies; and if the property is in Northern Ireland, the law of Northern Ireland applies. All communications will be in English;
 - Any change to the interest rate will take effect on the 3rd of the month following the date of the change;

4. Mortgage Conditions

From the date of conversion:

- Your mortgage (being the total of your various loans) will be subject to your Mortgage Conditions, a copy of which is available online;
- If we ask you to in writing you will within seven days, enter into a Deed of Variation in order to formally record the substitution of the terms set out in this offer for those originally entered into;

At the end of the mortgage term, if any part of the capital remains unpaid by you, the interest rate charged on any outstanding capital will be charged at our prevailing Follow-on rate.

5. All monthly payments of your mortgage must be paid by direct debit. If you already make payments by direct debit, you do not need to do anything, we will automatically amend your direct debit on conversion to your new mortgage product.

6. Your investment plan

We will grant a concession for part or all of the loan whereby payments of interest only need be paid each month provided that you have arranged a suitable investment plan(s) or policy(s). This concession shall not affect our right to vary the rate of interest if the loan is at a variable rate of interest.

The concession may also be withdrawn at any time with immediate effect if:

- any such plan or policy is not in force;
- the plan or policy is allowed to lapse;
- you fail to pay the premiums;
- we consider, or are advised, that the plan or policy will not repay the loan at the end of the loan term; or
- you are in breach of any of your obligations under the Mortgage;

If this happens we may require you to include payments of capital in your monthly payments.

PLEASE NOTE:

- The plan(s) or policy(s) must be in force at the time of your acceptance of this offer;
- It is your responsibility to ensure that adequate funds are available to repay the loan by the end of the loan term or in the event of death. If you have not already done so, you are strongly advised to consider life assurance cover to protect the loan;
- The monthly payment quoted in this offer does not include the monthly premiums for your plan(s) or policy(s);
- If your chosen plan is an ISA then under current legislation the Inland Revenue restricts the total amount of payments that may be made to the ISA in each financial year and any shortfall in one year cannot be carried over to the next or subsequent years;
- If you are using a pension plan you must ensure that the premium payments are sufficient to produce at least the amount required to repay your loan by no later than the earlier of your retirement or your 75th birthday;
- If you have an endowment loan which has previously been assigned to us then by way of concession we will no longer need to hold this and will re-assign the policy to you;

If you have requested a change to the term of your mortgage, or any part, we recommend that you consult your financial advisor as you may have insufficient life cover.

RE: Account Number ANMF 21161684

Level of service: Execution Only

SUMMARY OF MAIN CHANGES TO YOUR ACCOUNT

We set out below the main changes to your account, for other changes e.g. change to mortgage term, we have reproduced the section 4 table where all changes are marked by an *.

Loan Amount	Term of Loan	Repayment method	Product code	Initial interest rate payable
£140,000.00	3 years 11 months	Interest Only	BT256	2.59%

Please do not cancel or amend your direct debit. This will automatically be amended on conversion to your new mortgage product(s).

For office use only:

Tranche number:	9179910	KFI Reference:	F65FEBB143CC4B8EBA89A14EEIF7901D
Loan Amount Tranche:	£140,000.00		
Mortgage account number:	ANMF21161684		
Centre number:	840		

Execution Only Conditions

1. You were able to specify your exact mortgage requirements and you did not receive any advice in this Execution Only process.
2. You elected to proceed on an Execution Only basis understanding that you forego the benefits and protection provided when receiving advice on a mortgage.
3. You have provided us instructions on your requirements and we have executed those instructions making no recommendation or assessment of suitability.

Please read carefully before accepting. If there is anything that you do not fully understand about the risks associated with electing to proceed on an Execution Only basis and foregoing the benefits and protection of advice, please contact us.



Mortgage and Loans Operations
Santander
Bridle Road
Bootle
L30 4GB

Telephone Number: 0800 783 9738

Fax Number: 0845 605 8377

Text Relay: 18001 0800 783 9738

14th August 2020



Account number: ANMF21161684

Customer(s):

Mortgaged Property:

ESIS Ref Number: 2A46184CCD5E4A8E9B8FD0F56CA8B309

YOUR MORTGAGE PRODUCT TRANSFER OFFER

Dear Mrs Luchmaya and Miss Luchmaya

Thank you for choosing to stay with Santander.

We've enclosed everything you need to know about your mortgage offer, which is available until 28th August 2020.

This mortgage offer is made up of 2 parts:

- Part A details the information relating to the loan;
- Part B details any other conditions that are terms of your mortgage.

All parts of this mortgage offer, together with the mortgage conditions, will form the terms of your mortgage. It's very important that you and all other parties to the mortgage read all of the information provided.

What happens next?

- For the transfer to take place, one of the account holders must confirm their acceptance on behalf of all account holders, after obtaining their consent.
- When you accept the offer you won't have the right to change your mind and cancel the contract.
- You can however pay back the mortgage in full at any time subject to any fees payable.
- Once you confirm acceptance, we'll progress your product transfer and send you an email to confirm the date your loan(s) will be transferred onto the new product.

There is no need for you to make any changes to your current Direct Debit arrangements.

If you've any questions, please call us on 0800 783 9738 quoting the above account number.

Yours sincerely



Abi Kwiatkowski
Head of Lending Services

With this letter you'll find:

- Mortgage Offer
- Summary Of Main Changes To Your Account
- Account Fee Information
- Standard Mortgage Terms and Conditions
- Tariff of Mortgage Charges
- Terms of Business

Santander is able to provide literature in alternative formats. The formats available are: large print, Braille and audio CD. If you would like to register to receive correspondence in an alternative format please visit santander.co.uk/alternativeformats for more information, ask us in branch or call us.

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Part A - Mortgage Offer

This Offer conforms to a European Standardised Information Sheet

This document was produced for Mrs A Luchmaya and Miss H Luchmaya on 14th August 2020.
 Mortgaged Property: 5a Whiteleys Parade Uxbridge R Hillingdon, Uxbridge, Middx, England, UB10 0PD
 This document was produced on the basis of the information that you have provided so far and on the current financial market conditions.
 The information below remains valid until 28th August 2020. After that date, it may change in line with market conditions.
 Account Number: ANMF21161684

1. Lender

Santander UK plc
 Mortgage and Loans Operations
 Santander
 Bridle Road
 Bootle
 L30 4GB
 Telephone Number - 0800 783 9738
 Fax Number - 0845 605 8377
 santander.co.uk

Level of Service Provided:

We are not recommending a particular mortgage for you. However, based on your answers to some questions, we are giving you information about this mortgage so that you can make your own choice.

2. Main features of the loan

This is an interest only mortgage made up of 1 part summarised in the table below.

Part	Product	Loan Amount	Duration of the loan	Type of loan	Product description	Initial interest rate payable
1	BT399	£140,000.00	1 years 9 months	Interest Only	<p>A variable rate which is 2.75% above the Bank of England official bank rate (its base rate), currently 0.10%, to give a current rate payable of 2.85% for the remaining term of the mortgage.</p> <p>Any change to the interest rate following a change to the Bank of England official bank rate will take effect on the 3rd of the month following the date of the change.</p>	2.85%

Amount and currency of the loan to be granted: £140,000.00
 Total amount to be repaid: £147,207.50
 This means that you will pay back £1.05 for every £1 borrowed.
 This is an interest only loan. You will still owe £140,000.00 at the end of the mortgage term.
 This loan will be secured against the property.

3. Interest rates and other costs

The annual percentage rate of charge (APRC) is the total cost of the loan expressed as an annual percentage. The APRC is provided to help you to compare different offers.

The APRC applicable to your loan is 3.00%

It comprises:

Product	Interest rates
BT399	A variable rate which is 2.75% above the Bank of England official bank rate (its base rate), currently 0.10%, to give a current rate payable of 2.85%.

Costs to be paid on a one-off basis:

- The £225.00 Account fee is for managing your mortgage and includes the cost of closing your account when your mortgage ends. This is not a new fee, but it does replace any Mortgage Administration fee you've been quoted previously.
 This fee can be paid now, or you can defer payment until the end of your mortgage. If you decide to pay this fee at the end of your mortgage, the fee amount will not change. You will only pay this Account fee once during the lifetime of this mortgage on this property.
- Please note that all fees paid or payable are not refundable

Costs to be paid regularly:

- None

The following costs are not known to the lender and are therefore not included in the APRC:

- You will need to pay for buildings insurance

Please make sure that you are aware of all other taxes and costs associated with your loan.

All our variable rates are subject to a minimum interest rate floor unless otherwise stated. The interest rate charged will not go below 0.0001% per annum.

Assumptions

When calculating your APRC we've included the loan reversionary rate applicable to each loan part outlined in the main features of your loan. For this calculation we have assumed the rate remains at its current level for the remaining term of the loan, although this is a variable rate and may change.

4. Frequency and number of payments

Repayment frequency: Monthly

Number of payments for the term of your mortgage: 21

5. Amount of each instalment

Mortgage payments at account level

The amounts vary according to the term and product details displayed in the Main features of the loan section £332.50 until 27th May 2022

Your circumstances may change. Please consider whether you will still be able to afford your monthly repayment instalments if your situation changes.

As this is an interest only loan you will need to make separate arrangements to repay the £140,000.00 you will owe at the end of the mortgage term. Remember to add any money that you may need to pay into a separate savings plan to build up a lump sum to repay this amount.

What if interest rates go up, how could this affect your loan(s)?

Loan 1

Because this loan is on a variable interest rate the monthly payments shown in this offer could be considerably different if interest rates change. For example, if interest rates increase by 1.00% your monthly payment could increase by £116.67.

Please be aware that monthly payments and term of loan quoted in this offer are approximate, as they are based on your mortgage balance at the time the offer was generated and do not account for any changes that may occur to your mortgage balance or mortgage term between now and the date the new rate starts (should you go through with the transfer). Changes may include capital or normal monthly payments, added interest and interest rate changes.

6. Additional obligations

The borrower must comply with the following obligations in order to benefit from the lending conditions described in this document.

You must make sure there is suitable buildings insurance in place as long as you have this mortgage. You're not required to take out insurance through Santander UK plc.

Please note that the lending conditions described in this document (including the interest rate) may change if these obligations are not complied with.

7. Early repayment

Loan Number	Loan Amount	Product	Summary of charge
1	£140,000.00	BT399	There are no early repayment charges for this product. You have the right to repay this loan early, either fully or partially.

8. Flexible features

Overpayments

You may make lump sum or regular overpayments at any time.

Moving Home

You have the right to transfer this loan to another property. You must meet conditions set out in the mortgage conditions under 'Transferring your loan to a new mortgage'. You must also meet our lending criteria and pass our affordability assessment at the time.

9. Other rights of the borrower

You have 14 days in which to fully review all the information provided. Once you have provided your acceptance of this offer you will not have the right to change your mind and withdraw from the contract. You can pay back the mortgage in full at any time.

10. Complaints

If you have a complaint, please contact Complaints, Santander UK plc, PO Box 1125, Bradford, BD1 9PG or call on 0800 171 2171.

You can obtain full details of our complaints procedure by contacting us directly.

We aim to resolve complaints as soon as possible, however the maximum time for handling the complaint is: 8 weeks.

11. Non-compliance with the commitments linked to the loan: consequences for the borrower

Should you encounter difficulties in making your monthly payments, please contact us straight away on 0800 023 4603 to explore possible solutions.

As a last resort, your home may be repossessed if you do not keep up with repayment.

12. Additional information

The mortgage will be governed by the law in force in England and Wales. All communication will be in English.

13. Supervisor

This lender is supervised by the Financial Conduct Authority - www.fca.org.uk

Part B – Details of any other conditions that are a term of your mortgage

1. We must have a first legal charge/ranking standard security over the property.
Our relationship with you prior to the conclusion of this offer and the terms of this offer and the mortgage will all be governed by the law of England and Wales. All communications will be in English.
Once you have provided your Acceptance of this Offer you will not have the right to change your mind and withdraw from the contract. You can pay back the mortgage in full at any time, subject to any fees shown in the Early repayment section. If you wish to pay back the mortgage then you should contact us in order to make the necessary arrangements.
2. Buildings Insurance on your property
You must make sure:
 - 2.1 your property is insured against loss and damage on an index-linked basis for no less than the recommended rebuilding cost. If you do not know the current rebuilding cost we recommend that you approach your insurer for further information.
 - 2.2 the insurance cover is in place by the time the mortgage starts, or, where you're buying the property, from the date of exchange of contracts/conclusion of Missives
 - 2.3 you maintain insurance on the property for the then-current re-building cost for as long as the property is mortgaged to us
 - 2.4 your property is insured at all times with an authorised insurance company for at least the following risks:
 - fire
 - lightning
 - aircraft or things falling from them
 - explosion
 - earthquake
 - storm
 - flood

- escape of water or oil from tanks, pipes or fixed heating installations
 - riot or malicious persons
 - malicious damage
 - theft or attempted theft
 - falling trees or branches
 - breakage or collapse of aerials
 - subsidence, landslip or ground heave
 - collision or impact by vehicles or animals
 - accidental damage to underground services
 - professional fees, demolition and site clearance costs; and
 - public liability to anyone else
- 2.5 you notify us and obtain our agreement in writing (which we will not unreasonably withhold) if the excess on your policy for subsidence, landslip and ground heave exceeds £1,000. On any claim that you make, it is your responsibility to pay any excess.
- 2.6 you let us know immediately if the insurance policy does not meet our conditions. We may be able to accept a policy with different terms, but if we reasonably think the property risk is too high we would withdraw our mortgage offer.
- 2.7 if we reasonably think that your insurance arrangements are inadequate, we may insure the property at your cost so we can be sure that the cover is adequate.
- 2.8 if you make a claim on the buildings insurance policy:
- 2.8.1 if the claim is over £10,000 you must let us know in writing. Any money you receive from your claim must be used to rebuild or repair your property as quickly as possible unless we agree in writing to something different.
 - 2.8.2 otherwise, if we ask you in writing then you must use any money that you receive from the insurance policy to pay off some or all of your mortgage.
- 2.9 we don't need to be a party to or have our name noted on the insurance policy and we don't normally ask for a copy of the policy, but you must supply a copy of the policy to us if we ask.
- 2.10 if all or part of your property is or will be let you must make sure your insurance company knows this before the insurance starts.
3. All monthly payments of your mortgage must be paid by direct debit. If you already make payments by direct debit, you do not need to do anything, we will automatically amend your direct debit once transferred to your new mortgage product.
4. We will grant a concession for part, or all, of the loan whereby payments of interest only need be paid each month provided:
- you have a repayment strategy sufficient to repay the loan at the end of the loan term; and
 - we reasonably believe your strategy to be plausible. Your repayment strategy to repay the loan at the end of the term may include the following:
 - Purchase of a suitable investment plan or policy and/or
 - Sale of assets including the property you have provided as security. This concession shall not affect our right to vary the rate of interest if the loan is at a variable rate of interest and may be withdrawn by us if:
 - you fail to maintain the repayment strategy that you told us of at the outset of the mortgage without notifying us of any change and obtaining our agreement in writing;
 - your repayment plan or any policy is allowed to lapse causing the repayment strategy to become insufficient to repay the capital by the end of the term;
 - you fail to maintain any repayment plan or policy as part of your repayment strategy causing this to become insufficient to repay the capital by the end of the term;
 - we reasonably consider, or are advised, that your repayment plan or policy is unlikely to be sufficient to repay the loan at the end of the loan term; or
 - you are in breach of any of your obligations under the mortgage and we reasonably consider the breach will affect your ability to repay the loan. If the concession is withdrawn, we may require you to include payments of capital in your monthly payments.

PLEASE NOTE: The repayment plan or policy as part of your repayment strategy must be in force:

(a) by exchange of contracts, if this is a purchase transaction; or

(b) at the time of your acceptance of this offer, if this is a transfer to another product or a variation of contract. We provide no opinion or guarantee as to the suitability or performance of any repayment plan or policy that you may acquire as part of your repayment strategy. It is your responsibility to ensure that any plan or policy that you may acquire is sufficient for your purposes and that adequate funds are available to repay the loan by the end of the loan term or in the event of death. If you have not already done so, you are strongly advised to consider life assurance cover to protect the loan.

If you are a regulated mortgage customer we will contact you to review your repayment strategy during your mortgage term. We use reviews to determine whether we still think it's reasonable to expect that your chosen repayment plan or policy has the potential to repay the capital borrowed and (where applicable) any reasonably expected interest that may be accrued under the mortgage.

5. If we ask you to in writing you will within seven days, enter into a Deed of Variation in order to formally record the substitution of the terms set out in this offer for those originally entered into.
6. At the end of the mortgage term, if any part of the capital remains unpaid by you, the interest rate charged on any outstanding capital will be charged at our prevailing Follow-on Rate.

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RE: Account Number ANMF21161684

SUMMARY OF MAIN CHANGES TO YOUR ACCOUNT

We set out below the main changes to your account, for other changes e.g. change to mortgage term, we've reproduced the table, from the Main Features of the loan section, where all changes are marked by an *.

Part	Product	Loan Amount	Duration of the loan	Type of loan	Product description	Initial interest rate payable
1	BT399 *	£140,000.00	1 year 9 months	Interest Only	<p>A variable rate which is 2.75% above the Bank of England official bank rate (its base rate), currently 0.10%, to give a current rate payable of 2.85% for the remaining term of the mortgage.</p> <p>Any change to the interest rate following a change to the Bank of England official bank rate will take effect on the 3rd of the month following the date of the change.</p>	2.85%
Total		£140,000.00				

Please do not cancel or amend your direct debit. This will automatically be amended on transfer to your new mortgage product(s).

For office use only:

Tranche number: 10238788

Reference:

2A46184CCD5E4A8E9B8FD0F56CA8B309

Loan Amount Trunched: £140,000.00

Mortgage account number: ANMF21161684

Centre number:

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Account Fee Information

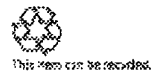
As shown within your Mortgage Offer, the Account Fee is £225.00. This fee can be paid now, or you can defer payment until the end of your mortgage.

If you wish to defer payment, this fee will not increase throughout the life of your mortgage on this property. Please keep this form in a safe place for future reference.

If you wish to pay now, you can call us on 0800 783 9738 to pay by debit or credit card.

Your name(s)	
Mortgage property address	
Mortgage account number	ANMF21161684

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Your Mortgage Completion Statement

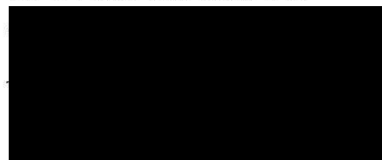
Please keep this summary of your mortgage in a safe place.

Your Mortgage Account Summary

Customer(s):



Mortgage Property Address:



Mortgage Account Number:

21161684

Total Mortgage Balance:

£140,000.00

Mortgage Start Date:

25 April 2007

Mortgage Term:

15 years

Repayment Method:

Interest Only

The monthly payments that you make will only cover interest on your mortgage and will not repay the capital borrowed.

Please ensure that you have set up an investment to repay the capital element at the end of your mortgage. You'll need to keep an eye on how your investment is doing, to make sure you'll have enough money to repay your mortgage. It's up to you to make sure you can pay back your mortgage when the loan ends.

DATED

27th Apr. 1

2007

[REDACTED]

AND

[REDACTED]

LEASE

of

[REDACTED]

[REDACTED]

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
OPENING BALANCE					
25/04/07	25/04/07	ADV	0.00		
9/05/07	9/05/07	CST	140000.00	140000.00	
9/05/07	9/05/07	CSF	140000.00	0.00	CR
9/05/07	9/05/07	AIT	299.80	140299.80	
1/06/07	1/06/07	INT	492.52	140792.32	
1/06/07	1/06/07	DDR	792.32	140000.00	CR
1/07/07	1/07/07	INT	663.83	140663.83	
2/07/07	2/07/07	DDR	663.83	140000.00	CR
1/08/07	1/08/07	INT	663.83	140663.83	
1/08/07	1/08/07	DDR	663.83	140000.00	CR
1/09/07	1/09/07	INT	663.83	140663.83	
3/09/07	3/09/07	DDR	663.83	140000.00	CR
1/10/07	1/10/07	INT	663.83	140663.83	
1/10/07	1/10/07	DDR	663.83	140000.00	CR
2/10/07	1/10/07	UNP	-663.83	140663.83	CR
2/10/07	1/10/07	FEE	32.00	140695.83	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
11/10/07	11/10/07	RDR	663.83	140032.00	CR
1/11/07	1/11/07	INT	663.83	140695.83	
1/11/07	1/11/07	DDR	663.83	140032.00	CR
1/12/07	1/12/07	INT	663.83	140695.83	
3/12/07	3/12/07	DDR	663.83	140032.00	CR
1/01/08	1/01/08	INT	663.83	140695.83	
2/01/08	2/01/08	DDR	663.83	140032.00	CR
1/02/08	1/02/08	INT	663.83	140695.83	
1/02/08	1/02/08	DDR	663.83	140032.00	CR
1/03/08	1/03/08	INT	663.83	140695.83	
3/03/08	3/03/08	DDR	663.83	140032.00	CR
1/04/08	1/04/08	INT	663.83	140695.83	
1/04/08	1/04/08	DDR	663.83	140032.00	CR
1/05/08	1/05/08	INT	663.83	140695.83	
1/05/08	1/05/08	DDR	663.83	140032.00	CR
1/06/08	1/06/08	INT	663.83	140695.83	
2/06/08	2/06/08	DDR	663.83	140032.00	CR

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/07/08	1/07/08	INT	663.83	140695.83	
1/07/08	1/07/08	DDR	663.83	140032.00	CR
1/08/08	1/08/08	INT	663.83	140695.83	
1/08/08	1/08/08	DDR	663.83	140032.00	CR
1/09/08	1/09/08	INT	663.83	140695.83	
1/09/08	1/09/08	DDR	663.83	140032.00	CR
1/10/08	1/10/08	INT	663.83	140695.83	
1/10/08	1/10/08	DDR	663.83	140032.00	CR
1/11/08	1/11/08	INT	663.83	140695.83	
3/11/08	3/11/08	DDR	663.83	140032.00	CR
1/12/08	1/12/08	INT	663.83	140695.83	
1/12/08	1/12/08	DDR	663.83	140032.00	CR
1/01/09	1/01/09	INT	663.83	140695.83	
2/01/09	2/01/09	DDR	663.83	140032.00	CR
19/01/09	19/01/09	CST	140000.00	32.00	CR
19/01/09	19/01/09	CSF	140000.00	140032.00	
19/01/09	19/01/09	AIT	385.45	140417.45	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/02/09	1/02/09	INT	278.38	140695.83	
2/02/09	2/02/09	DDR	663.83	140032.00	CR
1/03/09	1/03/09	INT	555.50	140587.50	
2/03/09	2/03/09	DDR	555.50	140032.00	CR

1/04/09	1/04/09	INT	547.17		140579.17
1/04/09	1/04/09	DDR	547.17	CR	140032.00
1/05/09	1/05/09	INT	498.17		140530.17
1/05/09	1/05/09	DDR	498.17	CR	140032.00
1/06/09	1/06/09	INT	494.67		140526.67
1/06/09	1/06/09	DDR	494.67	CR	140032.00
1/07/09	1/07/09	INT	494.67		140526.67
1/07/09	1/07/09	DDR	494.67	CR	140032.00
1/08/09	1/08/09	INT	494.67		140526.67
3/08/09	3/08/09	DDR	494.67	CR	140032.00
1/09/09	1/09/09	INT	494.67		140526.67
1/09/09	1/09/09	DDR	494.67	CR	140032.00
1/10/09	1/10/09	INT	494.67		140526.67

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/10/09	1/10/09	DDR	494.67 CR	140032.00	
1/11/09	1/11/09	INT	494.67	140526.67	
2/11/09	2/11/09	DDR	494.67 CR	140032.00	
1/12/09	1/12/09	INT	494.67	140526.67	
1/12/09	1/12/09	DDR	494.67 CR	140032.00	
1/01/10	1/01/10	INT	494.67	140526.67	
4/01/10	4/01/10	DDR	494.67 CR	140032.00	
1/02/10	1/02/10	INT	494.67	140526.67	
1/02/10	1/02/10	DDR	494.67 CR	140032.00	
1/03/10	1/03/10	INT	494.67	140526.67	
1/03/10	1/03/10	DDR	494.67 CR	140032.00	
1/04/10	1/04/10	INT	494.67	140526.67	
1/04/10	1/04/10	DDR	494.67 CR	140032.00	
1/05/10	1/05/10	INT	494.67	140526.67	
4/05/10	4/05/10	DDR	494.67 CR	140032.00	
1/06/10	1/06/10	INT	494.67	140526.67	
1/06/10	1/06/10	DDR	494.67 CR	140032.00	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/07/10	1/07/10	INT	494.67	140526.67	
1/07/10	1/07/10	DDR	494.67 CR	140032.00	
1/08/10	1/08/10	INT	494.67	140526.67	
2/08/10	2/08/10	DDR	494.67 CR	140032.00	
1/09/10	1/09/10	INT	494.67	140526.67	
1/09/10	1/09/10	DDR	494.67 CR	140032.00	
1/10/10	1/10/10	INT	494.67	140526.67	
1/10/10	1/10/10	DDR	494.67 CR	140032.00	
1/11/10	1/11/10	INT	494.67	140526.67	
1/11/10	1/11/10	DDR	494.67 CR	140032.00	
1/12/10	1/12/10	INT	494.67	140526.67	
1/12/10	1/12/10	DDR	494.67 CR	140032.00	
1/01/11	1/01/11	INT	494.67	140526.67	
4/01/11	4/01/11	DDR	494.67 CR	140032.00	
1/02/11	1/02/11	INT	494.67	140526.67	
1/02/11	1/02/11	DDR	494.67 CR	140032.00	
1/03/11	1/03/11	INT	494.67	140526.67	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/03/11	1/03/11	DDR	494.67 CR	140032.00	
1/04/11	1/04/11	INT	494.67	140526.67	
1/04/11	1/04/11	DDR	494.67 CR	140032.00	
1/05/11	1/05/11	INT	494.67	140526.67	
3/05/11	3/05/11	DDR	494.67 CR	140032.00	
1/06/11	1/06/11	INT	494.67	140526.67	
1/06/11	1/06/11	DDR	494.67 CR	140032.00	
1/07/11	1/07/11	INT	494.67	140526.67	
1/07/11	1/07/11	DDR	494.67 CR	140032.00	
1/08/11	1/08/11	INT	494.67	140526.67	
1/08/11	1/08/11	DDR	494.67 CR	140032.00	
1/09/11	1/09/11	INT	494.67	140526.67	

1/09/11	1/09/11	DDR	494.67	CR	140032.00
1/10/11	1/10/11	INT	494.67		140526.67
3/10/11	3/10/11	DDR	494.67	CR	140032.00
1/11/11	1/11/11	INT	494.67		140526.67
1/11/11	1/11/11	DDR	494.67	CR	140032.00

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/12/11	1/12/11	INT	494.67	140526.67	
1/12/11	1/12/11	DDR	494.67	140032.00	
1/01/12	1/01/12	INT	494.67	140526.67	
3/01/12	3/01/12	DDR	494.67	140032.00	
1/02/12	1/02/12	INT	494.67	140526.67	
1/02/12	1/02/12	DDR	494.67	140032.00	
1/03/12	1/03/12	INT	494.67	140526.67	
1/03/12	1/03/12	DDR	494.67	140032.00	
1/04/12	1/04/12	INT	494.67	140526.67	
2/04/12	2/04/12	DDR	494.67	140032.00	
1/05/12	1/05/12	INT	494.67	140526.67	
1/05/12	1/05/12	DDR	494.67	140032.00	
1/06/12	1/06/12	INT	494.67	140526.67	
1/06/12	1/06/12	DDR	494.67	140032.00	
1/07/12	1/07/12	INT	494.67	140526.67	
2/07/12	2/07/12	DDR	494.67	140032.00	
1/08/12	1/08/12	INT	494.67	140526.67	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/08/12	1/08/12	DDR	494.67	140032.00	
1/09/12	1/09/12	INT	494.67	140526.67	
3/09/12	3/09/12	DDR	494.67	140032.00	
1/10/12	1/10/12	INT	494.67	140526.67	
1/10/12	1/10/12	DDR	494.67	140032.00	
1/11/12	1/11/12	INT	549.24	140581.24	
1/11/12	1/11/12	DDR	549.24	140032.00	
1/12/12	1/12/12	INT	553.00	140585.00	
3/12/12	3/12/12	DDR	553.00	140032.00	
1/01/13	1/01/13	INT	553.00	140585.00	
2/01/13	2/01/13	DDR	553.00	140032.00	
1/02/13	1/02/13	INT	553.00	140585.00	
1/02/13	1/02/13	DDR	553.00	140032.00	
1/03/13	1/03/13	INT	553.00	140585.00	
1/03/13	1/03/13	DDR	553.00	140032.00	
1/04/13	1/04/13	INT	553.00	140585.00	
2/04/13	2/04/13	DDR	553.00	140032.00	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/05/13	1/05/13	INT	553.00	140585.00	
1/05/13	1/05/13	DDR	553.00	140032.00	
1/06/13	1/06/13	INT	553.00	140585.00	
3/06/13	3/06/13	DDR	553.00	140032.00	
1/07/13	1/07/13	INT	553.00	140585.00	
1/07/13	1/07/13	DDR	553.00	140032.00	
1/08/13	1/08/13	INT	553.00	140585.00	
1/08/13	1/08/13	DDR	553.00	140032.00	
1/09/13	1/09/13	INT	553.00	140585.00	
2/09/13	2/09/13	DDR	553.00	140032.00	
1/10/13	1/10/13	INT	553.00	140585.00	
1/10/13	1/10/13	DDR	553.00	140032.00	
1/11/13	1/11/13	INT	553.00	140585.00	
1/11/13	1/11/13	DDR	553.00	140032.00	
1/12/13	1/12/13	INT	553.00	140585.00	
2/12/13	2/12/13	DDR	553.00	140032.00	
1/01/14	1/01/14	INT	553.00	140585.00	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
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s17

<http://sapiens-prod.anplc.co.uk/sapweb/Adm/OLSJCIP1-SC3/Bin/Listener.dll?CTX=...> 14/04/2022

2/01/14	2/01/14	DDR	553.00	CR	140032.00
1/02/14	1/02/14	INT	553.00		140585.00
3/02/14	3/02/14	DDR	553.00	CR	140032.00
1/03/14	1/03/14	INT	553.00		140585.00
3/03/14	3/03/14	DDR	553.00	CR	140032.00
1/04/14	1/04/14	INT	553.00		140585.00
1/04/14	1/04/14	DDR	553.00	CR	140032.00
1/05/14	1/05/14	INT	553.00		140585.00
1/05/14	1/05/14	DDR	553.00	CR	140032.00
1/06/14	1/06/14	INT	553.00		140585.00
2/06/14	2/06/14	DDR	553.00	CR	140032.00
1/07/14	1/07/14	INT	553.00		140585.00
1/07/14	1/07/14	DDR	553.00	CR	140032.00
1/08/14	1/08/14	INT	553.00		140585.00
1/08/14	1/08/14	DDR	553.00	CR	140032.00
1/09/14	1/09/14	INT	553.00		140585.00
1/09/14	1/09/14	DDR	553.00	CR	140032.00

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/10/14	1/10/14	INT	553.00	140585.00	
1/10/14	1/10/14	DDR	553.00	CR	140032.00
1/11/14	1/11/14	INT	553.00		140585.00
3/11/14	3/11/14	DDR	553.00	CR	140032.00
1/12/14	1/12/14	INT	553.00		140585.00
1/12/14	1/12/14	DDR	553.00	CR	140032.00
1/01/15	1/01/15	INT	553.00		140585.00
2/01/15	2/01/15	DDR	553.00	CR	140032.00
1/02/15	1/02/15	INT	553.00		140585.00
2/02/15	2/02/15	DDR	553.00	CR	140032.00
1/03/15	1/03/15	INT	553.00		140585.00
2/03/15	2/03/15	DDR	553.00	CR	140032.00
1/04/15	1/04/15	INT	553.00		140585.00
1/04/15	1/04/15	DDR	553.00	CR	140032.00
1/05/15	1/05/15	INT	553.00		140585.00
1/05/15	1/05/15	DDR	553.00	CR	140032.00
1/06/15	1/06/15	INT	553.00		140585.00

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/06/15	1/06/15	DDR	553.00	CR	140032.00
1/07/15	1/07/15	INT	553.00		140585.00
1/07/15	1/07/15	DDR	553.00	CR	140032.00
1/08/15	1/08/15	INT	553.00		140585.00
3/08/15	3/08/15	DDR	553.00	CR	140032.00
1/09/15	1/09/15	INT	553.00		140585.00
1/09/15	1/09/15	DDR	553.00	CR	140032.00
1/10/15	1/10/15	INT	553.00		140585.00
1/10/15	1/10/15	DDR	553.00	CR	140032.00
1/11/15	1/11/15	INT	553.00		140585.00
2/11/15	2/11/15	DDR	553.00	CR	140032.00
1/12/15	1/12/15	INT	553.00		140585.00
1/12/15	1/12/15	DDR	553.00	CR	140032.00
1/01/16	1/01/16	INT	553.00		140585.00
4/01/16	4/01/16	DDR	553.00	CR	140032.00
1/02/16	1/02/16	INT	553.00		140585.00
1/02/16	1/02/16	DDR	553.00	CR	140032.00

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/03/16	1/03/16	INT	553.00	140585.00	
1/03/16	1/03/16	DDR	553.00	CR	140032.00
1/04/16	1/04/16	INT	553.00		140585.00
1/04/16	1/04/16	DDR	553.00	CR	140032.00
1/05/16	1/05/16	INT	553.00		140585.00
3/05/16	3/05/16	DDR	553.00	CR	140032.00
1/06/16	1/06/16	INT	553.00		140585.00

1/06/16	1/06/16	DDR	553.00	CR	140032.00
1/07/16	1/07/16	INT	553.00		140585.00
1/07/16	1/07/16	DDR	553.00	CR	140032.00
1/08/16	1/08/16	INT	553.00		140585.00
1/08/16	1/08/16	DDR	553.00	CR	140032.00
1/09/16	1/09/16	INT	553.00		140585.00
1/09/16	1/09/16	DDR	553.00	CR	140032.00
1/10/16	1/10/16	INT	525.78		140557.78
3/10/16	3/10/16	DDR	525.78	CR	140032.00
1/11/16	1/11/16	INT	523.83		140555.83

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT		BALANCE	MIRAS
1/11/16	1/11/16	DDR	523.83	CR	140032.00	
1/12/16	1/12/16	INT	523.83		140555.83	
1/12/16	1/12/16	DDR	523.83	CR	140032.00	
1/01/17	1/01/17	INT	523.83		140555.83	
3/01/17	3/01/17	DDR	523.83	CR	140032.00	
1/02/17	1/02/17	INT	523.83		140555.83	
1/02/17	1/02/17	DDR	523.83	CR	140032.00	
1/03/17	1/03/17	INT	523.83		140555.83	
1/03/17	1/03/17	DDR	523.83	CR	140032.00	
1/04/17	1/04/17	INT	523.83		140555.83	
3/04/17	3/04/17	DDR	523.83	CR	140032.00	
1/05/17	1/05/17	INT	523.83		140555.83	
2/05/17	2/05/17	DDR	523.83	CR	140032.00	
31/05/17	31/05/17	PRE	1000.00	CR	139032.00	
1/06/17	1/06/17	INT	523.83		139555.83	
1/06/17	1/06/17	DDR	523.83	CR	139032.00	
1/06/17	1/06/17	FEE	-32.00		139000.00	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT		BALANCE	MIRAS
1/06/17	1/06/17	OVA	32.00	CD	139000.00	
5/06/17	5/06/17	RFD	1000.00		140000.00	
1/07/17	1/07/17	INT	523.83		140523.83	
3/07/17	3/07/17	DDR	523.83	CR	140000.00	
1/08/17	1/08/17	INT	523.83		140523.83	
1/08/17	1/08/17	DDR	523.83	CR	140000.00	
1/09/17	1/09/17	INT	523.83		140523.83	
1/09/17	1/09/17	DDR	523.83	CR	140000.00	
1/10/17	1/10/17	INT	523.83		140523.83	
2/10/17	2/10/17	DDR	523.83	CR	140000.00	
1/11/17	1/11/17	INT	523.83		140523.83	
1/11/17	1/11/17	DDR	523.83	CR	140000.00	
1/12/17	1/12/17	INT	523.83		140523.83	
1/12/17	1/12/17	DDR	523.83	CR	140000.00	
1/01/18	1/01/18	INT	551.12		140551.12	
2/01/18	2/01/18	DDR	551.12	CR	140000.00	
1/02/18	1/02/18	INT	553.00		140553.00	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT		BALANCE	MIRAS
1/02/18	1/02/18	DDR	553.00	CR	140000.00	
1/03/18	1/03/18	INT	553.00		140553.00	
1/03/18	1/03/18	DDR	553.00	CR	140000.00	
1/04/18	1/04/18	INT	553.00		140553.00	
3/04/18	3/04/18	DDR	553.00	CR	140000.00	
1/05/18	1/05/18	INT	553.00		140553.00	
1/05/18	1/05/18	DDR	553.00	CR	140000.00	
16/05/18	15/05/18	TRM	140000.00	CD	140000.00	
1/06/18	1/06/18	INT	415.44		140415.44	
1/06/18	1/06/18	DDR	415.44	CR	140000.00	
1/07/18	1/07/18	INT	302.17		140302.17	
2/07/18	2/07/18	DDR	302.17	CR	140000.00	
1/08/18	1/08/18	INT	302.17		140302.17	
1/08/18	1/08/18	DDR	302.17	CR	140000.00	
1/09/18	1/09/18	INT	302.17		140302.17	

3/09/18 3/09/18 DDR 302.17 CR 140000.00
 1/10/18 1/10/18 INT 302.17 140302.17
 ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/10/18	1/10/18	DDR	302.17 CR	140000.00	
1/11/18	1/11/18	INT	302.17	140302.17	
1/11/18	1/11/18	DDR	302.17 CR	140000.00	
1/12/18	1/12/18	INT	302.17	140302.17	
3/12/18	3/12/18	DDR	302.17 CR	140000.00	
1/01/19	1/01/19	INT	302.17	140302.17	
2/01/19	2/01/19	DDR	302.17 CR	140000.00	
1/02/19	1/02/19	INT	302.17	140302.17	
1/02/19	1/02/19	DDR	302.17 CR	140000.00	
1/03/19	1/03/19	INT	302.17	140302.17	
1/03/19	1/03/19	DDR	302.17 CR	140000.00	
1/04/19	1/04/19	INT	302.17	140302.17	
1/04/19	1/04/19	DDR	302.17 CR	140000.00	
1/05/19	1/05/19	INT	302.17	140302.17	
1/05/19	1/05/19	DDR	302.17 CR	140000.00	
1/06/19	1/06/19	INT	302.17	140302.17	
3/06/19	3/06/19	DDR	302.17 CR	140000.00	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/07/19	1/07/19	INT	302.17	140302.17	
1/07/19	1/07/19	DDR	302.17 CR	140000.00	
1/08/19	1/08/19	INT	302.17	140302.17	
1/08/19	1/08/19	DDR	302.17 CR	140000.00	
1/09/19	1/09/19	INT	302.17	140302.17	
2/09/19	2/09/19	DDR	302.17 CR	140000.00	
1/10/19	1/10/19	INT	302.17	140302.17	
1/10/19	1/10/19	DDR	302.17 CR	140000.00	
1/11/19	1/11/19	INT	302.17	140302.17	
1/11/19	1/11/19	DDR	302.17 CR	140000.00	
1/12/19	1/12/19	INT	302.17	140302.17	
2/12/19	2/12/19	DDR	302.17 CR	140000.00	
1/01/20	1/01/20	INT	302.17	140302.17	
2/01/20	2/01/20	DDR	302.17 CR	140000.00	
1/02/20	1/02/20	INT	302.17	140302.17	
3/02/20	3/02/20	DDR	302.17 CR	140000.00	
1/03/20	1/03/20	INT	302.17	140302.17	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
2/03/20	2/03/20	DDR	302.17 CR	140000.00	
1/04/20	1/04/20	INT	302.17	140302.17	
1/04/20	1/04/20	DDR	302.17 CR	140000.00	
1/05/20	1/05/20	INT	302.17	140302.17	
1/05/20	1/05/20	DDR	302.17 CR	140000.00	
1/06/20	1/06/20	INT	302.17	140302.17	
1/06/20	1/06/20	DDR	302.17 CR	140000.00	
1/07/20	1/07/20	INT	302.17	140302.17	
1/07/20	1/07/20	DDR	302.17 CR	140000.00	
1/08/20	1/08/20	INT	302.17	140302.17	
3/08/20	3/08/20	DDR	302.17 CR	140000.00	
15/08/20	14/08/20	TRM	140000.00 CD	140000.00	
1/09/20	1/09/20	INT	351.24	140351.24	
1/09/20	1/09/20	DDR	351.24 CR	140000.00	
1/10/20	1/10/20	INT	332.50	140332.50	
1/10/20	1/10/20	DDR	332.50 CR	140000.00	
1/11/20	1/11/20	INT	332.50	140332.50	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
2/11/20	2/11/20	DDR	332.50 CR	140000.00	
1/12/20	1/12/20	INT	332.50	140332.50	

1/12/20	1/12/20	DDR	332.50	CR	140000.00
1/01/21	1/01/21	INT	332.50		140332.50
4/01/21	4/01/21	DDR	332.50	CR	140000.00
1/02/21	1/02/21	INT	332.50		140332.50
1/02/21	1/02/21	DDR	332.50	CR	140000.00
1/03/21	1/03/21	INT	332.50		140332.50
1/03/21	1/03/21	DDR	332.50	CR	140000.00
1/04/21	1/04/21	INT	332.50		140332.50
1/04/21	1/04/21	DDR	332.50	CR	140000.00
1/05/21	1/05/21	INT	332.50		140332.50
4/05/21	4/05/21	DDR	332.50	CR	140000.00
1/06/21	1/06/21	INT	332.50		140332.50
1/06/21	1/06/21	DDR	332.50	CR	140000.00
1/07/21	1/07/21	INT	332.50		140332.50
1/07/21	1/07/21	DDR	332.50	CR	140000.00

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/08/21	1/08/21	INT	332.50	140332.50	
2/08/21	2/08/21	DDR	332.50	CR 140000.00	
1/09/21	1/09/21	INT	332.50	140332.50	
1/09/21	1/09/21	DDR	332.50	CR 140000.00	
1/10/21	1/10/21	INT	332.50	140332.50	
1/10/21	1/10/21	DDR	332.50	CR 140000.00	
1/11/21	1/11/21	INT	332.50	140332.50	
1/11/21	1/11/21	DDR	332.50	CR 140000.00	
1/12/21	1/12/21	INT	332.50	140332.50	
1/12/21	1/12/21	DDR	332.50	CR 140000.00	
1/01/22	1/01/22	INT	332.50	140332.50	
4/01/22	4/01/22	DDR	332.50	CR 140000.00	
1/02/22	1/02/22	INT	332.50	140332.50	
1/02/22	1/02/22	DDR	332.50	CR 140000.00	
1/03/22	1/03/22	INT	348.75	140348.75	
1/03/22	1/03/22	DDR	348.75	CR 140000.00	
1/04/22	1/04/22	INT	377.28	140377.28	

ACCOUNT 021161684/LUC

CREATE DATE	VAL DATE	TRAN TYPE	AMOUNT	BALANCE	MIRAS
1/04/22	1/04/22	DDR	377.28	CR 140000.00	
TOTAL			140000.00		

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400090 Account Details**Lender Code**

The code by which the Lender is identified within the system.

Pool Number

The number of the securitisation pool to which the account belongs. A pool is a group of accounts that may have been sold as a loan to another financial company.

Plan

A code to identify the type of mortgage plan.

Loan Schemes

The number of sub accounts that the borrowers account comprises of. (Purely for account purposes).

Funder

Confirms whether the account was part of the Endowment funder scheme.

Pending

Confirms whether a further advance is being considered.

Councillor Visit

Indicates whether a Financial Counsellor has been instructed to visit the borrowers.

LOD Suspended

Confirms whether the Loss of Discount has been suspended.

Threshold

The account parameter above which the account is identified as being 'in arrears', For internal reporting purposes, i.e. account is deemed to be 'in arrears' where the Arrears exceed £100.00.

Receivable

Monies overdue for the current month.

DSS

DSS payment expected (maybe direct).

DDR Status

Status of the Direct Debit.

Arrears Status

Identifies the current Arrears Status of the account.

NO OVD BAL	=	Account is up to date
OVD>THRES	=	An overdue of less than £100.00 is outstanding
OVD>THRES	=	An overdue of more than £100.00 is outstanding.
LITIGATION	=	The account has been passed to the solicitors

Outstanding Balance

Capital , Receivable and Arrears.

Arrears Balance

Receivable and Arrears

491000 Multiplier

A historical record of the arrears multiplier, i.e. the number of monthly payments the account is in arrears by. This is calculated by dividing the total overdues by the monthly subscription.

P.Date

The payment date.

Mult

The arrears multiplier

ACCOUNT	21161684 / LUC		
LENDER CODE	82 Santander UK plc	POOL NO	99982
STAFF	NON-STAFF	ACCOUNT STATUS	ACTIVE
NO OF BORROWERS	2	LOAN SCHEMES	3
PENDING:-FURTHER ADVANCE	<input type="checkbox"/>	NEW APPLICATION	<input type="checkbox"/>
REDEMPTION	N	RETRO TRAN	
PAYMENT METHOD	DIRECT DEBIT	MONTHLY	DAY 1
FOREIGN CURRENCY		REG BODY	UNREGULATED
BALANCES:	CAPITAL	RECEIVABLE	ARREARS
LS	140000.00	.00	.00
SUNDRIES		.00	.00
		OVERPAYMENT	.00
ARRANGEMENT		DHSS	
DDR STATUS	ACTIVE	ARREARS STATUS	NO OVD BAL
AMOUNT TO BE CHARGED	.00	MIRAS	
OUTSTANDING BALANCE	140000.00	OVERDUE BALANCE	0.00

[Arrears Multiplier](#) [Payment Arrears - Valuation Graph](#) [Borrower Summary](#) [Monthly Payments](#)

[Correspondent Details](#) [Main Balance](#) [List of Litigation](#) [Property Details](#) [Correspondence Menu](#)

[DDR Details](#) [DSS Office & Dossier](#) [Account Dossier](#) [Arrangements](#) [Overall Account](#) [Transaction List](#)

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CCI	Charge Cheque clearance interest
CHP	Cheque Payment
CHQ	Cheque received
CHS	DSS payment
CNC	Cancellation capital repayment
CON	Conversion Fee
CRD	Credit
CRD	Capital reduction
CRE	Manual transfer receivable to capital
CRP	Capital repayment
CRT	Court fees
CSF	Capital securitized from-these entries are in internal systems
	Audit that automatically takes place
	Capital securitized to on some accounts. They do not affect the account at all
CST	Direct Credit
DCR	Direct Debit payment received
DDR	Deferred interest credit
DFC	Deeds handling fee
DHF	Delayed interest
DLI	Drawdown(drawdown monies release to customer)
DRD	Discharge Fee
DSF	DSS payment
DSS	Further advance
FAD	Unpaid fee
FEE	Fixed fees on redemption
FDR	fees on redemption
FOR	Funds returned –advance
FRA	Product related charge debit (usually fixed rate)
FRC	Funds returned – further advance
FRF	Funds returned retention
FRF	Product related charge waived (usually fixed rate PRC debit) reversal of FRC
FRW	First time buyer
FTB	Endowment funder
FUN	Guarantee premium adjustment
GPR	Ground Rent
GRT	Interest Credit adjustment
IAC	Interest debit adjustment
IAD	Insurance adjustment (rec sundries)
IDJ	Interest on Redemption
IDR	Interest in lieu of notice
IIL	Redemption interest on credit
ILC	Interest on redemption
IOR	Regular insurance
INS	Interest charged to account
INT	New internal transfer fee being capitalised to the account
ITF	Letter fee
LET	Life insurance charge
LIC	Life insurance letter
LIL	Life premium not paid non-block
LIP	Litigation fee
LIT	Loss of discount interest
LOD	Loss of mortgages
LOM	Life premium block to collect
LPR	Land registry fee
LRF	MIRAS adjustment credit
MAC	MIRAS adjustment debit
MAD	Admin fee-arrangement no maintained
MAF	MIRAS computer amount
MIR	Miscellaneous
MIS	Miscellaneous third party
MTP	Overpayment by direct debit/one off direct debit
ODD	Manual transfer overpayment to arrears
OVA	Interest charged on overdue balance
OVI	Loss of discount charged on overdue balance
OVL	Manual transfer overpayment to capital/rec
OVR	Penalty interest credit adjustment
PAC	Penalty interest debit adjustment
PAD	

Current Solicitor	Gives details of the most recent firm of solicitors to have acted on the account
<u>400050 Surveyor Details</u>	Details the valuer who carried out the valuation
<u>418902 Indemnity Details</u>	
IGS/IGS Scheme	Signifies Mortgage Indemnity Guarantee was effected
IGS Company/IGS Branch	Code signifies Mortgage Indemnity Guarantee company and the branch for that company
Policy Number	Number of policy effected the lender with insurer
Scheme Name	Self Explanatory
Premium	The once only premium amount payable on the Indemnity Guarantee policy
Cover	The amount of the Indemnity Guarantee policy

410040 Summary Insurance

Details Buildings Insurance scheme.
(see screen 414010 for further information)

410133 Overdue Sundries

No	The internal accounting sequence number applying to the sundry charge
Type	Confirms the type of charge debited. See APPENDIX 4
Date Notified	The date that the borrower was notified of the sundry charge
Amount	The amount of the sundry charge
Last Action Date	The date on which reimbursement of the sundry charge by the borrower was last followed up
Status Date	The date on which this overdue charge reached it's current position
Type	
C	C = Charged to sundries
O	O = Outstanding/Overdue

410180 One-Off Sundries

Type	Confirms type of charge debited. See APPENDIX 5.
Date Notified	Date system letter generated
Value Date	Date transaction will affect the account from
Status Date	Date transaction applied

413000 Non Chargeable

Sundry Type	Details any payments made that do not accrue on the mortgage balance
Amount	Confirms type of payment made. See APPENDIX 6
Input Date	Self Explanatory
Chargeback Date	Date payment raised
	Indicates the date to which Product Related Charges apply, if the account is redeemed or has a capital reduction made. Either all or part of this charge must be repaid, refer to Mortgage Offer Conditions if applicable

Payment Status

TT	TT = Telegraphic Transfer
RT	RT = Paid by TT but TT returned
CH	CH = Cheque
RC	RC = Paid by Cheque but returned
LE	LE = Paid by Lender
LR	LR = Paid by Lender but reversed
PE	PE = Pending payment
PC	PC = Pending payment but cancelled
PP	PP = Portable paid (Previous Mortgage)
PR	PR = Portable reversed (Previous Mortgage)
CL	CL = Credited to Loan
CR	CR = Credit to loan reversed

From:

Sent:

To:

Cc:

Subject:

14 June 2022 17:27

Dear [REDACTED]

Thank you for your email.

County Court at London

As indicated in my last email, I wish to continue further.

DSAR (13th Jun 2022 deadline)

As you may be aware, the maximum time of three months, as permitted under section 54(5) of DPA (2018) to complete fully and transparently the DSAR, has now lapsed.

Your client has knowingly withheld information relating to the third mortgage sub-account (identified as "UNKNOWN").

Your client, therefore, has knowingly acted contrary to lawful instructions (44(2)(d)(3) and 169 of DPA (2018).

note: "MA2" and "UNKNOWN" were instrumental in enabling your client to create the appearance of debt.

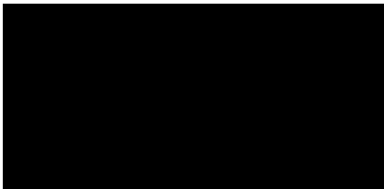
Regards

Hema [REDACTED]



Our ref ST16/095877/000072
Your ref

**PRIVATE AND CONFIDENTIAL
TO BE OPENED BY ADDRESSEE ONLY**



Direct tel	+44 (0)333 006 1476	Date	17 June 2022
Direct fax	+44 (0)333 006 0711	Email	[Redacted]

Dear Sirs



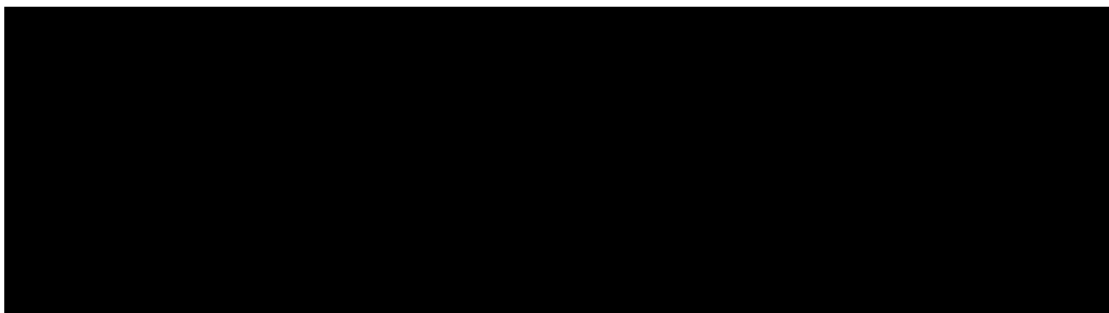
Claim No: J00UB443

We refer to your emails of 14 and 16 June 2022.

Email of 14 June 2022

We reiterate that our client has provided all documentation containing personal data and which it was required to provide under the data subject access request. We also refer you to the witness statement of [Redacted] dated 20 May 2022 which clearly set out our client's position on your allegations. Your arguments are without any legal merit and, for the reasons set out in that statement, we firmly believe that your claim is bound to fail.

As we explained in our previous letter, our client will debit its legal costs of opposing this claim to your mortgage account.

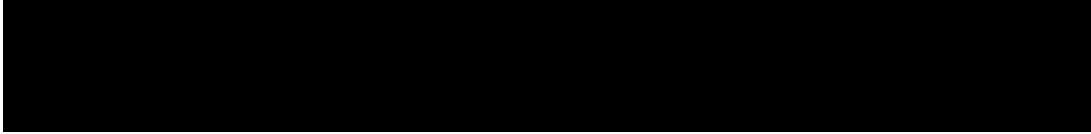


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Yours faithfully

TLT LLP

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